

**AMENDED AGENDA**  
**Add F, F(1), G(1), I and J**APPROVED BY Rosalie Cardenas  
REC'D BY [Signature]**REGULAR MEETING****SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**JOINT POWERS BOARD**

JANUARY 15, 2015

5:00 P.M.

**LEGAL CONFERENCE ROOM**  
**SANTA FE COUNTY ADMINISTRATION BUILDING**  
**102 GRANT AVENUE**  
**SANTA FE, NM**

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes:** Regular Meeting – August 28, 2014  
Special Meeting – September 9, 2014  
Regular Meeting – September 18, 2014
- V. Matters from the Public**
- VI. Matters from the Executive Director**
  - (A) Request for Approval of Resolution 2015-\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
  - (B) Request for Approval of 2015 Meeting Calendar.
  - (C) Request for Approval of Amendment No. 1 to Extend the Term to the Price Agreement for Indefinite Quantity of Scrap Tire Hauling and Recycling to State Rubber & Environmental Solutions, Denver City, TX (Bid No. 14/20/B).
  - (D) Request for Approval of Amendment No. 5 to Extend the Term and Increase the Professional Services Agreement with Planit Computer of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$35,000.00 (RFP No. '12/13/P).
  - (E) Request for Approval of Amendment No. 2 to Extend the Term and Increase the Professional Services Agreement with SCS Engineers of Albuquerque, NM, for Engineering, Operation and Maintenance Services for the Landfill Gas Collection System at the Caja del Rio Landfill in the Amount of \$143,580.00 (RFP No. '14/17/P).
  - (1) Approval of Budget Increase to 52501.510250 (Compliance Contracts) from 5503.100700 (Landfill Gas Collection Reserve Fund Cash) in the Amount of \$143,580.00.

CLERK'S OFFICE  
1/8/15 TIME 3:00pm  
*[Signature]*

**AGENDA**

**REGULAR MEETING**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD**

**JANUARY 15, 2015**

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  - (1) Approval of Budget Increase to 52501.510250 (Compliance Contracts) from 5503.100700 (Landfill Gas Collection Reserve Fund Cash) in the Amount of \$143,580.00.

- (F) Request for Approval of Change Order No. 1 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to Extend the Term and Increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the Amount of \$15,182.21
  - (1) Approval of Budget Increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the Amount of \$15,182.21.
- (G) Request for Approval of Amendment No. 3 to Professional Services Agreement with Louis Berger Group (Domestic), Inc. (Formerly Leidos, LLC) of Tampa, FL, to Update the Santa Fe County Solid Waste Ordinance and Provide Procurement Services for the Solid Waste and Recycling Collection Service in the Urbanized Areas of the County as a Result of the Solid Waste Assessment and Management Study in the Amount of \$44,800.00 (RFP No. '13/16/P).
  - (1) Approval of Budget Increase to 52501.510300 (Professional Services) and 51500.470400 (Reimbursed Revenues) in the Amount of \$ 44,800.00.
- (H) Request for Approval to Negotiate the BuRRT Lease Agreement with the City of Santa Fe.
- (I) Request for Approval to Hold a February 5, 2015 Community Meeting as Part of the Buckman Road Recycling and Transfer Station Permit Renewal and Modification.
- (J) Request for Approval of Key Recommendations from the December 2014 Solid Waste Assessment and Management Study Final Report Regarding the Santa Fe Solid Waste Management Agency and System-Wide Sections.

## **VII. Executive Session**

- (A) Discussion of Bargaining Strategy Preliminary to Collective Bargaining Negotiations Between the Santa Fe Solid Waste Management Agency and American Federation of State, County and Municipal Employees Local 3999, Pursuant to NMSA 1978, § 10-15-1(II)(5).

## **VIII. Matters from the Board**

- (A) Discussion and Possible Action Regarding Opening Negotiations on the Collective Bargaining Agreement Between the Santa Fe Solid Waste Management Agency and American Federation of State, County and Municipal Employees Local 3999.
- (B) Election of Chair and Vice Chair.

## **IX. Matters from Staff**

## **X. Next Meeting Date: Thursday, February 19, 2015.**

## **XI. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Rosalie Cardenas at (505) 424-1850, extension 150.

- (F) Request for Approval of Change Order No. 1 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to Extend the Term and Increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the Amount of \$7,477.81.
  - (1) Approval of Budget Increase to 52510.572970 (WIP - Cell 5B Construction) from 5500.100700 (Operating Fund Cash) in the Amount of \$7,477.81
- (G) Request for Approval of Amendment No. 3 to Professional Services Agreement with Louis Berger Group (Domestic), Inc. (Formerly Leidos, LLC) of Tampa, FL, to Update the Santa Fe County Solid Waste Ordinance and Provide Procurement Services for the Solid Waste and Recycling Collection Service in the Urbanized Areas of the County as a Result of the Solid Waste Assessment and Management Study in the Amount of \$44,800.00 (RFP No. '13/16/P).
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**IX. Matters from Staff**

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Anyone needing further information or requiring special needs for the disabled should contact Rosalie Cardenas at (505) 424-1850, extension 150.

**SUMMARY INDEX  
SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD SPECIAL MEETING  
January 15, 2015**

<b><u>ITEM</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved [amended]	2
<b><u>APPROVAL OF THE MINUTES:</u></b>		
REGULAR MEETING – AUGUST 28, 2014	Approved	2
SPECIAL MEETING – SEPTEMBER 9, 2014	Approved	2
REGULAR MEETING – SEPTEMBER 18, 2014	Approved	2
MATTERS FROM THE PUBLIC	None	3
<b><u>MATTERS FROM THE BOARD</u></b>		
ELECTION OF CHAIR AND VICE-CHAIR	Chair/Vice-Chair elected	3
<b><u>MATTERS FROM THE EXECUTIVE DIRECTOR</u></b>		
REQUEST FOR APPROVAL OF RESOLUTION 2015-1, A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY	Approved [amended]	3-4
REQUEST FOR APPROVAL OF 2015 MEETING CALENDAR	Approved	4
REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE TERM TO THE PRICE AGREEMENT FOR INDEFINITE QUANTITY OF SCRAP TIRE HAULING AND RECYCLING TO STATE RUBBER & ENVIRONMENTAL SOLUTIONS, DENVER CITY, TEXAS (BID NO. 14/20/B)	Approved	4
REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO EXTEND THE TERM AND INCREASE THE PROFESSIONAL SERVICES AGREEMENT WITH PLANIT COMPUTER OF ALBUQUERQUE, NM, FOR COMPUTER SUPPORT SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$35,000 (RFP NO. 12/13/P)	Approved	5

ITEMACTIONPAGE

REQUEST FOR APPROVAL OF AMENDMENT  
NO. 2 TO EXTEND THE TERM AND INCREASE  
THE PROFESSIONAL SERVICES AGREEMENT  
WITH SCS ENGINEERS OF ALBUQUERQUE,  
NM, FOR ENGINEERING, OPERATION AND  
MAINTENANCE SERVICES FOR THE LANDFILL  
GAS COLLECTION SYSTEM AT THE CAJA DEL  
RIO LANDFILL IN THE AMOUNT OF \$143,580  
(RFP NO. 14/17/P)

Approved

5-7

APPROVAL OF BUDGET INCREASE TO  
52501.510250 (COMPLIANCE CONTRACTS)  
AND 5503.100700 (LANDFILL GAS  
COLLECTION RESERVE FUND CASH) IN  
THE AMOUNT OF \$143,580

Approved

5-7

REQUEST FOR APPROVAL OF CHANGE ORDER  
NO. 1 TO BID NO. 14/43/B WITH ENVIROWORKS, LLC,  
OF EDGEWOOD, NM, TO EXTEND THE TERM AND  
INCREASE THE CELL 5B LINER CONSTRUCTION  
PROJECT AT THE CAJA DEL RIO LANDFILL IN THE  
AMOUNT OF \$15,182.21

Approved

7-8

APPROVAL OF BUDGET INCREASE TO  
52510.572970 (WIP – CELL 5B CONSTRUCTION)  
FROM 5507.100700 (CELL DEVELOPMENT  
RESERVE FUND CASH) IN THE AMOUNT OF  
\$15,182.21

Approved

7-8

REQUEST FOR APPROVAL OF AMENDMENT NO. 3  
TO PROFESSIONAL SERVICES AGREEMENT WITH  
LOUIS BERGER GROUP (DOMESTIC), INC.,  
(FORMERLY LEIDOS, LLC) OF TAMPA, FL, TO  
UPDATE THE SANTA FE COUNTY SOLID WASTE  
ORDINANCE AND PROVIDE PROCUREMENT SERVICES  
FOR THE SOLID WASTE AND RECYCLING COLLECTION  
SERVICE IN THE URBANIZED AREAS OF THE COUNTY  
AS A RESULT OF THE SOLID WASTE ASSESSMENT AND  
MANAGEMENT STUDY IN THE AMOUNT OF \$44,800  
(RFP NO. 13/16/P)

Approved

8-11

APPROVAL OF BUDGET INCREASE TO  
52501.510300 (PROFESSIONAL SERVICES)  
AND 51500.470400 (REIMBURSED  
REVENUES) IN THE AMOUNT OF \$44,800

Approved

8-11

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
REQUEST FOR APPROVAL TO NEGOTIATE THE BuRRT LEASE AGREEMENT WITH THE CITY OF SANTA FE	Approved	11-12
REQUEST FOR APPROVAL TO HOLD A FEBRUARY 5, 2015 COMMUNITY MEETING AS PART OF THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION PERMIT RENEWAL AND MODIFICATION	Approved	13
REQUEST FOR APPROVAL OF KEY RECOMMENDATIONS FROM THE DECEMBER 2014 SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY FINAL REPORT REGARDING THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND SYSTEM-WIDE SECTIONS	Postponed to 02/19/15	13
EXECUTIVE SESSION	Postponed to 02/19/15	14
<u>MATTERS FROM THE BOARD</u>		
DISCUSSION AND POSSIBLE ACTION REGARDING OPENING NEGOTIATIONS ON THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3999	Postponed to 02/19/15	14
MATTERS FROM STAFF	None	14
NEXT MEETING DATE – THURSDAY, FEBRUARY 19, 2015		14
ADJOURNMENT		15

**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
January 15, 2015**

**I. CALL TO ORDER**

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Miguel Chavez, Chair, on Thursday, January 15, 2015, at approximately 5:00 p.m., in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

**II. ROLL CALL**

**MEMBERS PRESENT:**

Councilor Joseph M. Maestas, Chair – Telephonically  
Commissioner Kathy Holian, Vice-Chair  
Commissioner Miguel Chavez  
Councilor Patti J. Bushee  
Councilor Signe I. Lindell

**MEMBERS EXCUSED:**

Commissioner Henry Roybal

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Angelica Salazar, SWMA  
Adam Schlachter, Education & Outreach Coordinator, SWMA  
Rosalie Cardenas, SWMA  
Justin Miller, Legal Counsel  
Danita Boettner, SWMA  
Elizabeth Martin for Melessia Helberg, Stenographer

There was a quorum of the membership in attendance.

### **III. APPROVAL OF THE AGENDA**

Commissioner Chavez asked to move item VIII(B) to beginning of the agenda and to postpone items VII(J), VII(A) and VIII(A) to the next meeting on February 19, 2015.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve the Agenda as amended.

**VOTE:** The motion was approved unanimously on a voice vote.

### **IV. APPROVAL OF THE MINUTES:      REGULAR MEETING – AUGUST 28, 2014    SPECIAL MEETING – SEPTEMBER 9, 2014    REGULAR MEETING – SEPTEMBER 18, 2014**

Councilor Lindell said there wasn't a quorum for the meeting of September 28, 2014.

Ms. Martin explained that even though there was not a quorum, the meeting was opened for the receiving of reports and minutes are required.

**MOTION:** Councilor Bushee moved, seconded by Commissioner Holian, to approve the minutes of the Regular Meeting of August 28, 2014, as presented.

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Commissioner Holian moved, seconded by Councilor Bushee, to approve the minutes of the Special Meeting of September 9, 2014, as presented.

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Councilor Lindell moved, seconded by Commissioner Holian, to approve the minutes of the Regular Meeting of September 18, 2014, as presented.

**VOTE:** The motion was approved on a voice vote with Councilor Maestas, Councilor Lindell and Commissioner Holian voting in favor of the motion, no one voting against and Councilor Bushee abstaining.

**V. MATTERS FROM THE PUBLIC**

There were no matters from the public.

**VIII. MATTERS FROM THE BOARD**

**(B) ELECTION OF CHAIR AND VICE-CHAIR**

**MOTION:** Councilor Bushee moved, seconded by Chair Chavez , to elect Councilor Joseph Maestas as Chair and Commissioner Kathy Holian as Vice Chair of the SFSWMA Board for the ensuing year..

**VOTE:** The motion was approved unanimously on a voice vote.

*Chair Maestas asked Commissioner Chavez to continue to chair the meeting*

**VI. MATTERS FROM THE EXECUTIVE DIRECTOR**

**(A) REQUEST FOR APPROVAL OF RESOLUTION 2015-1, A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 7, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to adopt Resolution No. 2015-1.

**DISCUSSION:** Chair Maestas said the new Resolution does not specifically repeal last year's Resolution, commenting he thought that was standard practice.

Acting Chair Chavez asked Legal counsel to respond.

Justin Miller, Legal Counsel, said, "I don't know if that is standard or not. I think the Open Meetings Act requires an annual resolution, and this is the annual Resolution. I wouldn't object to repealing last year's Resolution, but I don't think it is necessary."

**FRIENDLY AMENDMENT:** Chair Maestas proposed to amend the motion in the appropriate place, to provide that the previous Open Meetings Resolution is hereby repealed. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND OF THE MOTION, AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE BOARD.**

**VOTE:** The motion, as amended, was approved unanimously on a voice vote.

**(B) REQUEST FOR APPROVAL OF 2015 MEETING CALENDAR.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 7, 2015, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2 " for specifics of this presentation.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve the 2015 Meeting Calendar as presented.

**VOTE:** The motion was approved unanimously on a voice vote.

**(C) REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO EXTEND THE TERM TO THE PRICE AGREEMENT FOR INDEFINITE QUANTITY OF SCRAP TIRE HAULING AND RECYCLING TO STATE RUBBER & ENVIRONMENTAL SOLUTIONS, DENVER CITY, TEXAS (BID NO. 14/20/B).**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 8, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

Councilor Bushee asked if there are no facilities such as this in New Mexico.

Mr. Kippenbrock said there are none in New Mexico.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve Item VI(C), Amendment No. 1 to extend the term to the price agreement for indefinite quantity of scrap tire hauling and recycling to State Rubber & Environmental Solutions, Denver City, Texas.

**VOTE:** The motion was approved unanimously on a voice vote.

**(D) REQUEST FOR APPROVAL OF AMENDMENT NO. 5 TO EXTEND THE TERM AND INCREASE THE PROFESSIONAL SERVICES AGREEMENT WITH PLANIT COMPUTER OF ALBUQUERQUE, NM, FOR COMPUTER SUPPORT SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$35,000 (RFP NO. 12/13/P).**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 8, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

Councilor Bushee said she understands this is the fourth year, and she would ask for the next round that you go out to bid and try to find a local source.

Mr. Kippenbrock said this is the last year of the contract, and it will have to go out to bid next year anyway.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve Item VI(D), request for approval of Amendment No. 1 to extend the term to the price agreement and increase the Professional Services Agreement with Planit Computer of Albuquerque, NM for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$35,000 (RFP No. 12/13/P).

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Commissioner Holian moved, second by Councilor Lindell, to approve the budget increase.

**VOTE:** The motion was approved unanimously on a voice vote.

**(E) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO EXTEND THE TERM AND INCREASE THE PROFESSIONAL SERVICES AGREEMENT WITH SCS ENGINEERS OF ALBUQUERQUE, NM, FOR ENGINEERING, OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$143,580 (RFP NO. 14/17/P)**

- (1) APPROVAL OF BUDGET INCREASE TO 52501.510250 (COMPLIANCE CONTRACTS) FROM 5503.100700 (LANDFILL GAS COLLECTION RESERVE FUND CASH) IN THE AMOUNT OF \$143,580**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated , 2014, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5" Please see Exhibit "5" for specifics of this presentation.

Councilor Lindell asked if this is a Texas corporation or an Albuquerque corporation.

Mr. Kippenbrock said they have an office in Bedford, Texas, but they also have a field office in Albuquerque. He said most of the work is coming from the Albuquerque office.

Councilor Lindell asked if there is anyone local who does this work locally.

Mr. Kippenbrock said the nearest company, is another company in Albuquerque. We issued an RFP, and there were only two responses, and they elected to go with this company.

Councilor Lindell asked if this company had the lowest price.

Mr. Kippenbrock said, "It is based on qualification and a negotiated price."

Councilor Lindell asked if they were the lowest price.

Mr. Kippenbrock said, "I don't k now, because we don't include the price in the RFP when it comes to engineering work."

Councilor Lindell said then we had bids.

Mr. Kippenbrock said we had two proposals. He said you select the most qualified firm and then you negotiate a contract with them.

Responding to the Chair, Mr. Kippenbrock said this is year two of the contract, and it is January 2015 through January 2016, and it can be extended for up to four years.

**MOTION:** Councilor Holian moved to approve Item VI(E), approval of Amendment No. 2 to extend the term and increase the Professional Services Agreement with SCS Engineers of Albuquerque, NM, for engineering, operation and maintenance services for the Landfill Gas Collection System at the Caja del Rio Landfill in the amount of \$143,580.00.

**DISCUSSION PRIOR TO SECOND:** Councilor Bushee said, "Both of our jaws dropped with some of the hourly rates."

Responding to Mr. Kippenbrock, Councilor Lindell said she is on page 70, with rates per hour of Laborer \$58, Secretarial \$60. These seem very very high.

Councilor Bushee said these are not New Mexico rates.

Commissioner Chavez asked if this already is a negotiated contract, and asked Mr. Kippenbrock to respond to questions.

Mr. Kippenbrock said, "I will say I agree with the Councilors, however this is something that we have negotiated, and what you would expect from consulting firms that are very specialized in this type of work."

Councilor Bushee asked if we pay travel as well.

Mr. Kippenbrock said, "From their office in Albuquerque and sometimes if they have to come out from Dallas, but that is rare."

**SECOND:** Chair Maestas seconded the motion.

**VOTE:** The motion was approved on a voice vote, with Acting Chair Chavez, Chair Maestas and Commissioner Holian voting in favor of the motion and Councilor Bushee and Councilor Lindell voting against.

**MOTION:** Commissioner Holian moved, seconded by Chair Maestas, to approve Item VI(E), budget increase to 52501.510250 (Compliance Contracts) from 5503.100700 (landfill Gas Collection Reserve Fund Cash) in the amount of \$143,580.

**VOTE:** The motion was approved on a voice vote, with Acting Chair Chavez, Chair Maestas and Commissioner Holian voting in favor of the motion and Councilor Bushee and Councilor Lindell voting against.

- (F) **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 TO BID NO. 14/43/B WITH ENVIROWORKS, LLC, OF EDGEWOOD, NM, TO EXTEND THE TERM AND INCREASE THE CELL 5B LINER CONSTRUCTION PROJECT AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$15,182.21.**
  - (1) **APPROVAL OF BUDGET INCREASE TO 52510.572970 (WIP – CELL 5B CONSTRUCTION) FROM 5507.100700 (CELL DEVELOPMENT RESERVE FUND CASH) IN THE AMOUNT OF \$15,182.21**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 9, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

**MOTION:** Councilor Bushee moved, seconded by Commissioner Holian, to approve Item VI(F), Change Order No. 1 to Bid No. 14/43/B with Enviroworks, LLC of Edgewood, NM, to extend the term and increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the amount of \$15,182.21.

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Councilor Lindell moved, seconded by Commissioner Holian, to approve Item VI(F)(1), budget increase to 52510.57290 (WIP – Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the amount of \$15,182.21.

**VOTE:** The motion was approved unanimously on a voice vote.

- (G) **REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICES AGREEMENT WITH LOUIS BERGER GROUP (DOMESTIC), INC., (FORMERLY LEIDOS, LLC) OF TAMPA, FL, TO UPDATE THE SANTA FE COUNTY SOLID WASTE ORDINANCE AND PROVIDE PROCUREMENT SERVICES FOR THE SOLID WASTE AND RECYCLING COLLECTION SERVICE IN THE URBANIZED AREAS OF THE COUNTY AS A RESULT OF THE SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY IN THE AMOUNT OF \$44,800 (RFP NO. 13/16/P)**
- (1) **APPROVAL OF BUDGET INCREASE TO 52501.510300 (PROFESSIONAL SERVICES) AND 51500.470400 (REIMBURSED REVENUES) IN THE AMOUNT OF \$44,800.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 8, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

Commissioner Holian said the County has committed to paying for the Professional Services Agreement totally.

Mr. Kippenbrock said this is correct.

**MOTION:** Commissioner Holian moved, seconded by Councilor Bushee, to approve Item VI(G), Amendment No. 3 to Professional Services Agreement with Louis Berger Group (Domestic), Inc. (Formerly Leidos, LLC) of Tampa, FL, to update the Santa Fe County Solid Waste Ordinance and provide procurement services for the solid waste and recycling collection services in the urbanized areas of the County as a result of the Solid Waste Assessment and Management Study in the amount of \$44,800 (RFP No. 13/16/P).

**DISCUSSION:** Councilor Lindell asked the reason the County wouldn't do its own contract on this.

Mr. Kippenbrock said, "I think for something like this they would have to go out for an RFP."

Councilor Lindell asked the term.

Mr. Kippenbrock said the term will be extended to January 2016, right now, it expires March 2015, so there will be approximately two years between year two and year three.

Councilor Lindell asked if SWMA invoices them as it goes along, or is there a one time up front payment – how does that work.

Mr. Kippenbrock said, "Once we receive the invoice, the County will approve that invoice, then we turn it around and we have internal paperwork we submit to the County and the County will pay the City. They will have a purchase order in place."

Commissioner Holian said, "I just want to say that I am very anxious to see this go forward."

Commissioner Chavez said there was a solid waste task force that worked on this quite extensively, and said he would like to provide some opportunity for public comment.

**Joe Eigner, Eldorado/285 Recycles**, said he wasn't on the task force, but he does attend the meetings. He said we waited a long time for the comprehensive study, and it is on their website in complete form. He said the first 17 pages are the critical pages. He said, "We think it is a brilliant study and if implemented, it would be a vast improvement in both our solid waste and our recycling system. So we strongly support all of the recommendations."

Councilor Lindell said the City is having discussions about the consideration of using a third party to handle recycled plastic paper which will come to the BuRRT. She asked if that would have an effect on this proposal.

Mr. Kippenbrock said no.

Commissioner Chavez asked Mr. Yanke to expand on Mr. Kippenbrock's response.

**Dave Yanke, NewGen Strategies and Solutions**, said he has been working for the past 18 months on the study referred to. He said, "The purpose of this procurement for the County is to go and develop a Request for Proposal document that then can be used in those urbanized areas of the County, to go out for bid for organized solid waste collection and recyclables. And then, depending on the ultimate scoping, it also may include brush and bulky collection services. This is to develop the bid document. It doesn't directly affect.... Councilor Lindell as you mentioned, because those are items that are collected at BuRRT directly, versus the recyclables we refer to which will be collected curbside at the residence."

Councilor Chavez said the County is making this very deliberate change.

Mr. Yanke said, "Exactly. Breaking out those areas that are going to be put into the procurement. There are 3 Districts that are set up for it, and there is only one hauler in that area. It reduces the wear and tear and multiple trucks going up and down the same street collecting. It also makes pricing more competitive, because "If I'm in this one area, I get to collect from anybody that wants the service provided there. It makes my business more cost-effective because I'm only in that one area."

Acting Chair Chavez said, "The only downside is that it is voluntary right now, right."

Mr. Yanke said they are in discussions about how that should be handled, and that's one of the things that is going to be discussed further.

Acting Chair Chavez said then that hasn't been determined.

Commissioner Holian said we actually voted on this at the County Commission – how to go forward. She said, "I think that we, the Board of County Commissioners, voted to make it voluntary. So our hands are tied."

Commissioner Chavez said he was unsure and wanted that clarification. He said right now it is on a voluntary basis, and we'll see if it grows from there.

Mr. Yanke said you go out to bid, and if it is non mandatory, you break out these areas, and then whoever signs up for the service, will contract directly with them for service in that area.

Acting Chair Chavez asked Councilor Lindell if this answers her question.

Councilor Lindell said, "Yes. I wanted to be sure, and not have a duplication or something."

**VOTE:** The motion was approved unanimously on a voice vote.

**MOTION:** Commissioner Holian moved, seconded by Councilor Lindell, to approve Item VI(G)(1), budget increase to 52501.510300 (Professional Services) and 51500.470400 (Reimbursed Revenues) in the amount of \$44,800.

**VOTE:** The motion was approved unanimously on a voice vote.

**(H) REQUEST FOR APPROVAL TO NEGOTIATE THE BuRRT LEASE AGREEMENT WITH THE CITY OF SANTA FE.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 9, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "8." Please see Exhibit "8" for specifics of this presentation.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve Item VI(H) approval to negotiate the BuRRT Lease Agreement with the City of Santa Fe.

**DISCUSSION:** Chair Maestas said he didn't see any basis for negotiation. He said Randall kind of talked about the desired changes in the next lease, but I would like a formal basis of negotiations. He wants some basis or framework to authorize more formally. He wants a better idea of the negotiation framework used. He asked Mr. Kippenbrock if he can bring something back to us with more formalized details on what the Agency desires in this lease agreement.

Mr. Kippenbrock said, "Yes I can."

Acting Chair Chavez said, "I would like to add to that, because I think we're talking about a tenant/landlord lease between the City and Agency." He said he agrees with some of the points Chair Maestas is raising. He also would like for Randall to look at money the Agency has spent on that site in operation and maintenance over the term of the lease, because that needs to be discussed. He said would like that to be added that to the list. He asked Mr. Kippenbrock, "Does that give you enough time from now to the next meeting to bring that information back to us."

Mr. Kippenbrock said, "Yes, if I am able to have dialog with the City, and then have enough information to come back to the Board."

Chair Maestas said, "Ideally, I think item J should have proceeded this, if we were going to discuss the framework of the negotiations for the new lease agreements. Because Item J basically is asking for a ratification on accepting recommendations from the assessment that is going to affect BuRRT operations and possibly affect terms of the lease. Maybe we can just put that in the parking lot until we get to J, because I have some comments on that as well. But, I would like to see the formal basis for negotiation, kind of explanation of the changes Randall would like to see in the next lease agreement."

Commissioner Chavez said that will be fine, noting Item VI(J) was tabled under the approval of the Agenda, so we can save that for a later discussion. He asked Chair Maestas if he is okay with that.

Chair Maestas said, "I'm fine with that, and I don't want to jump ahead. I do have some general comments on VI(J)."

Councilor Chavez reiterated that we already amended the Agenda to postpone Item VI(J).

Chair Maestas said great, he somehow missed that.

Councilor Bushee said she wants to understand the process – staff negotiates the lease and the Governing Body has to approve it.

Mr. Lawrence Garcia said, "I would say yes, that it would go through the Committee process."

Councilor Bushee said she doesn't now how to put parameters on it, until staff brings it to us individually.

*[Acting Chair Chavez's remarks here are inaudible]*

Councilor Bushee said she doesn't think we are going to be involved with the negotiations, and staff will negotiate and bring it forward to the individual Committees and then to the Council.

Commissioner Holian said, "I just think that the first we will see of it is when it comes back here."

Councilor Bushee said she is just curious about the process.

Acting Chair Chavez said, "For clarification, back here, then to Committee process, or discussion and final approval back at SWMA."

Councilor Bushee said, "No. I think it would go to the Committees and not here."

**VOTE:** The motion was approved unanimously on a voice vote.

**(I) REQUEST FOR APPROVAL TO HOLD A FEBRUARY 5, 2015 COMMUNITY MEETING AS PART OF THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION PERMIT RENEWAL AND MODIFICATION.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated January 9, 2015, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "9." Please see Exhibit "9" for specifics of this presentation.

Councilor Bushee said she has a Committee meeting every Wednesday night.

Commissioner Holian noted that February 5<sup>th</sup> is a Thursday.

Councilor Bushee asked that Mr. Kippenbrock send us a notice via email, and Mr. Kippenbrock said he will do so, noting there will be advertisement in the newspaper and on the radio.

**MOTION:** Councilor Bushee moved, seconded by Councilor Lindell, to approve Item V(I), approval to hold a February 5, 2015 Community Meeting as part of the Buckman Road Recycling and Transfer Station Permit Renewal Modification.

**DISCUSSION:** Councilor Bushee said she understands that most of the companies dealing with these solid waste issues are "out of somewhere else," but she would like to see this contracted at home.

Acting Chair Chavez said since the County doesn't have its own Solid Waste Division, they are kind of stuck there and they don't have many options.

**VOTE:** The motion was approved unanimously on a voice vote.

**(J) REQUEST FOR APPROVAL OF KEY RECOMMENDATIONS FROM THE DECEMBER 2014 SOLID WASTE ASSESSMENT AND MANAGEMENT STUDY FINAL REPORT REGARDING THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND SYSTEM-WIDE SECTIONS.**

This item is postponed to the SWMA meeting of February 19, 2015.

**VII. EXECUTIVE SESSION**

This item is postponed to the SWMA meeting of February 19, 2015.

**VIII. MATTERS FROM THE BOARD**

- (A) **DISCUSSION AND POSSIBLE ACTION REGARDING OPENING NEGOTIATIONS ON THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES LOCAL 3999.**

This item is postponed to the SWMA meeting of February 19, 2015.

- (B) **ELECTION OF CHAIR AND VICE-CHAIR**

This item was moved to the beginning of the agenda.

**IX. MATTERS FROM STAFF**

There were no matters from staff.

**X. NEXT MEETING DATE – THURSDAY, FEBRUARY 19, 2015**

Councilor Bushee asked Chair Maestas if it would be possible to have a consent calendar in the future.

Chair Maestas said yes, absolutely, noting he spoke with Acting Chair Chavez prior to this meeting, so yes.

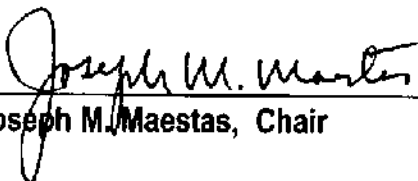
Acting Chair Chavez said he is hearing that if we have a consent agenda, we don't have to through each item individually, and said Mr. Kippenbrock needs to structure our agendas in that format for the next meeting.

Mr. Kippenbrock said he will work on that.

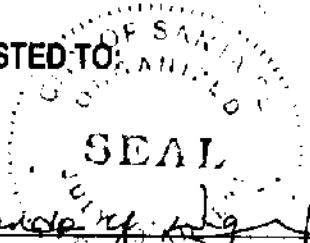
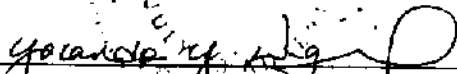
**XI. ADJOURNMENT**

There was no further business to come before the membership, and the meeting was adjourned at approximately 5:50p.m.

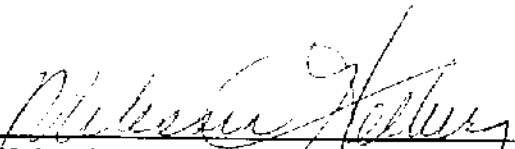
**APPROVED BY:**

  
Joseph M. Maestas, Chair

**ATTESTED TO:**

  
  
Yolanda Y. Vigil, City Clerk  
City of Santa Fe

**SUBMITTED BY:**

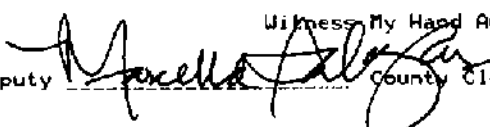
  
Melessia Helberg, Board Stenographer



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

SOLID WASTE MINUTES  
PAGES: 18

I Hereby Certify That This Instrument Was Filed for  
Record On The 24TH Day Of February, 2015 at 01:07:49 PM  
And Was Duly Recorded as Instrument # 1757991  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Geraldine Salazar  
Deputy County Clerk, Santa Fe, NM  


02/24/2015 02:24:49 PM

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 7, 2015  
**Subject:** Request for Approval of Resolution 2015-\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

## BACKGROUND AND SUMMARY:

On January 16, 2014, as a part of the requirements under the Open Meetings Act, NMSA 1978, Chapter 10, Article 15, the Board approved Resolution 2014-1, a Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

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)).

There are no changes to the proposed resolution for the 2015 calendar year.

## ACTION REQUESTED:

Staff recommends approval of Resolution 2015-\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

Attachment: Resolution 2015 -\_\_\_\_, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

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**SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

**RESOLUTION NO. 2015-\_\_**

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

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**WHEREAS**, NMSA 1978, § 10-15-1 *et seq.*, as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and 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 of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body; and

**WHEREAS**, the Santa Fe Solid Waste Management 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 of the Santa Fe Solid Waste Management Agency (the "Agency") 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 members of the Agency held for the purpose of taking any action within the authority of the Agency. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Building and the Santa Fe City Clerk's Office 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 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 Santa Fe Solid Waste Management Agency Joint Powers Board (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 in a conspicuous and appropriate place at the Santa Fe County Administration Building and Santa Fe City Clerk's office at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall 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 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 in a conspicuous and appropriate place at the Santa Fe County Administration Building 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 of meetings shall 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 Building, 102 Grant Avenue, 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.sfswwa.org](http://www.sfswwa.org).

Board members shall have the right to have matters placed on the agenda at their request.

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 Building or City Hall. 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 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 by conference telephone 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.

**PASSED, APPROVED, AND ADOPTED this \_\_\_\_th day of \_\_\_\_\_, 2015.**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**Approved by:**

\_\_\_\_\_  
Miguel Chavez  
Chairperson

**Attest:**

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

**Approved as to form:**

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 7, 2015  
**Subject:** Request for Approval of 2015 Meeting Calendar.

Staff is requesting the Board approve the following dates for JPB meetings for the 2015 calendar year. The JPB meetings are the third Thursday of each month. Staff is also requesting the Board to approve that the JPB have a regular meeting time of 5:00 p.m. and be held at the Santa Fe County Legal County Conference Room (2<sup>nd</sup> Floor of the County Courthouse). If approved by the Board, staff will notify City and County staff to place the dates on their meeting calendars.

Calendar Year 2015
January 15
February 19
March 19
April 16
May 21
June 18
July 15
August 20
September 17
October 15
November 19
December - No Meeting

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**Via:** Randall Kippenbrock, P.E., Executive Director  
**Date:** January 8, 2015

RLK

**Subject:** Request Approval of Amendment No. 1 to Extend the Term to the Price Agreement for Indefinite Quantity of Scrap Tire Hauling and Recycling to State Rubber & Environmental Solutions, Denver City, TX (Bid No. 14/20/B).

## BACKGROUND & SUMMARY:

In order to ensure scrap tires are properly managed, the Agency issued Request for Bid No. 14/20/B on November 8, 2013, to secure pricing with multiple vendors to provide an environmentally compliant scrap tire recycling alternative (e.g. crumb rubber, tire-derived fuel, civil engineering applications). One company State Rubber & Environmental Solutions of Denver City, TX, responded to the Request for Bid (RFB) on December 3, 2013. On January 16, 2014, the Board awarded RFB 14/20/B to State Rubber & Environmental Solutions.

The RFB does not commit the Agency to a definite quantity or specific dollar value of scrap tire hauling and recycling. Rather, the RFB allows the Agency to procure the service on an as-needed basis from State Rubber & Environmental Solutions. A price agreement can be extended for a period of three (3) additional years, on a year-to-year basis, by mutual agreement of the vendor and approved by the Board at the same price, terms and conditions. A price agreement cannot exceed four (4) years.

The Agency receives scrap tires from a variety of sources at the Buckman Road Recycling and Transfer Station (BuRRT). Scrap tires handled by the Agency are predominantly passenger tires, however, the Agency accepts all tires, regardless of size.

The following table summarizes the total tire generation per calendar year for the past four years.

Description	2011	2012	2013	2014
Total (pounds)	298,820	422,480	479,640	534,400
Average weight per load (pounds)	27,165	28,165	28,214	26,720

State Rubber & Environmental Solutions will provide open top semi-trailers for the transport of scrap tires to its state-of-the art crumb rubber processing facility in Denver City, TX, at a cost of \$1,650.00 per load. The Agency estimates up to 20 loads of scrap tires per fiscal year for approximately \$33,000.00. A load in an open top semi-trailer equals approximately 1,200 passenger tires or 280 truck tires, or any combinations thereof.

Crumb rubber is primarily used in rubberized asphalt concrete pavements. Crumb rubber is also used for molded rubber products, athletic surfaces, playground materials, landscape products, and products for the oil industry. The steel in tires is recycled at steel mills. Finally, the fiber

from the tires is used in one of the following manners: soil amendment, absorbent materials and in molded rubber products.

Funding for this is available in 52501.510310-Service Contracts.

### **ACTION REQUESTED**

The Agency recommends the Approval of Amendment No. 1 to RFB 14/20/B – Price Agreement for Indefinite Quantity of Scrap Tire Hauling and Recycling to State Rubber & Environmental Solutions, Denver City, TX.

Attachment: 1) Bid-State Rubber & Environmental Solutions, Denver City, TX.

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**ATTACHMENT**

Bid

State Rubber & Environmental Solutions  
Denver City, TX

SANTA FE SOLID WASTE MANAGEMENT AGENCY

BID SUBMITTAL FORM

RFB No. '14/20/B

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return two (2) complete copies of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☒ All specifications, terms and conditions are met.  
b. ☐ Exceptions have been taken and noted on attached sheet(s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the Bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. Agency staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the Bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the Bidder warrants that there was no collusion of any kind in submission of this bid.

State name, address and phone number of nearest authorized representative:

STATE RUBBER AND ENVIRONMENTAL SOLUTIONS, LLC  
1390 COUNTY ROAD 344, (P.O. Box 732), DENVER CITY, TX 79523  
806-592-3803 - DANIEL J. SWANSON

**ADDITIONAL SUBMITTAL REQUIREMENTS**

Bidder must complete and submit with their bid the Campaign Contribution Disclosure Form (Appendix A).

Bidder shall include Resident Veterans Preference Certification (Appendix B), if applicable.

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# BID SHEET

RFB No. '14/20/B


Item	Description	Final Destination	Unit	Trailer Size (cyd)	Cost (\$)
1	Hauling Only – Open Top Semi-Trailer	N/A	Per load	N/A	N/A
2	Hauling Only – Open Top Semi-Trailer	N/A	Per ton	N/A	N/A
3	Processing Fee Only	N/A	Per load	N/A	N/A
4	Processing Fee Only	STATE RUBBER AND ENVIRONMENTAL SOLUTIONS, LLC	Per ton	N/A	\$80.00
5	Turn-key: Hauling – Open Top Semi-Trailer and Processing Fee	STATE RUBBER AND ENVIRONMENTAL SOLUTIONS, LLC	Per load	141	\$1,650.00
6	Turn-key: Hauling – Open Top Semi-Trailer and Processing Fee	N/A	Per ton	N/A	N/A
Option 1	N/A	N/A	N/A	N/A	N/A
Option 2	N/A	N/A	N/A	N/A	N/A

The Santa Fe Solid Waste Management Agency reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the Bidder must note the percent increase for lesser quantities.

## BIDDER'S INFORMATION

STATE RUBBER AND ENVIRONMENTAL SOLUTIONS, LLC  
Firm

1390 COUNTY ROAD 344, (P.O. BOX 732), DENVER CITY, TX 79323  
Address

  
Authorized Signature

DANIEL J. SWANSON  
Print Name

PLANT MANAGER  
Title

JSWAN47@AOL.COM  
E-Mail Address

806-592-3803  
Phone Number

806-592-3806  
Fax Number

21 November 2013  
Date

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

## SPECIFICATIONS

RFB No. '14/20/B

### INDEFINITE QUANTITY

### SCRAP TIRE HAULING AND RECYCLING PRICE AGREEMENT

#### Background

The Santa Fe Solid Waste Management Agency (Agency) receives scrap tires from a variety of sources at its Buckman Road Recycling and Transfer Station in Santa Fe, NM. Scrap tires handled by the Agency are predominantly passenger tires, however the Agency accepts all tires, regardless of size. The following table summarizes total tire generation per calendar year for the past four years and year to date for 2013.

Description	2010	2011	2012	2013 <sup>(1)</sup>
Total (pounds)	333,610	298,820	422,480	202,680
Average weight per load (pounds)	30,328	27,165	28,165	28,954

(1) Year to date

#### Scope of Work

In order to ensure scrap tires are properly managed, the Agency is requesting bids from established scrap tire processing firms who can provide an environmentally compliant scrap tire recycling alternative (e.g. ground rubber, tire-derived fuel, civil engineering applications). All offereor's must demonstrate their compliance with local, state and federal laws and regulations governing the recycling of scrap tires. Offeror's must also provide details on the end-use of scrap tires covered under this solicitation.

In order to secure a turn-key solution to scrap tire management, the Agency is also seeking bids for transportation of scrap tires from its facility in Santa Fe, NM to the Offeror's facility. However, the Agency will accept bids for transportation only in order to provide the most flexible and cost effective solution for the Agency.

The Agency prefers the utilization of open top semi-trailers for the transport of scrap tires and has infrastructure in place to facilitate loading of these vehicles including a loading ramp and front-end loader equipment. Please specify scrap tire transportation mode being offered on the attached bid sheet. The Agency may accept Offeror's option(s) that are not mentioned above.

#### Specifications and Qualifications

- ☒ Y X N Capacity to handle all scrap tires (passenger, commercial and off road).
- ☒ Y X N Fully licensed and permitted scrap tire processing facility (please attach relevant permits and licenses).
- ☒ Y X N New Mexico scrap tire hauler registration (please attach current registration).
- ☒ Y X N Documented end use market (please provide details regarding end use markets).

Kathleen Hartnett White, *Chairman*  
R. B. "Ralph" Marquez, *Commissioner*  
Larry R. Soward, *Commissioner*  
Margaret Hoffman, *Executive Director*

## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

November 4, 2003

Mr. Mike Fears  
State Rubber & Environmental Solutions  
P.O. Box 732  
Denver City, TX 79323-0732

Re: Scrap Tire Management Registration Issuance for:  
State & Rubber Environmental Solutions, 1390 CR 344, Denver City, Yoakum County, Texas  
TCEQ Tire Registration ID Number 6200195

Dear Mr. Fears:

The Texas Commission on Environmental Quality (TCEQ) has completed the review of your Scrap Tire Facility and Transporter Registration Application. The application was determined to be complete and has been approved for registration. Your Registration Identification Number is 6200195, which should be used on all correspondence and documentation related to this registration. This registration allows you to transport, process and recycle used or scrap tires as specified in your application. This registration will remain valid as long as you file an annual report and adhere to the rules for scrap tire management. Additionally, the facility is issued a temporary authorization to store a 30-calendar day supply of 15,000 scrap tires to be stored in enclosed lockable containers. This temporary authorization is issued for 120 days and will be evaluated within that time frame for compliance with the rules for Scrap Tire Management. Additional documentation may be required to complete the evaluation process. A permanent 30-calendar day supply authorization will be considered after the evaluation is complete.

Please be aware that the manner in which used or scrap tires are stored should not create a hazard to the health and safety of the public or the environment. If the operating conditions of your site change, please contact the DFW Region Office for guidance on amending your registration. A copy of the rules for management of used or scrap tires has been included as an enclosure to this letter. By registering, you have agreed to become familiar with and to comply with the rules governing scrap tire management. Failure to comply could result in revocation of your registration.

If you have questions regarding registration requirements, please contact Ms. Cynthia Hackathorn, Scrap Tire Management Registration Coordinator, at 817-588-5817.

Sincerely,

  
Samuel L. Barrett  
Waste Section Manager  
DFW Region Office

Enclosure

cc: Janet Cornelissens, Registration and Reporting Section, R&E Division, MC-129  
Randy Ammons, Waste Section Manager, Lubbock Region Office

Reply To: REGION 4 • 2309 GRAVEL DR. • FORT WORTH, TEXAS 76118-6951 • 817-588-5800 • FAX 817-588-5700

P.O. Box 13087 • Austin, Texas 78711-3087 • 512/239-1000 • Internet address: [www.tceq.state.tx.us](http://www.tceq.state.tx.us)

Kathleen Hartnett White, *Chairman*  
Larry R. Soward, *Commissioner*  
Martin A. Hubert, *Commissioner*  
Glenn Shankle, *Executive Director*



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

*Protecting Texas by Reducing and Preventing Pollution*

January 23, 2007

Mr. Daniel J. Swanson, Plant Manager  
State Rubber and Environmental Solutions  
P.O. Box 732  
Denver City, TX 79323-0732

Re: - State Rubber and Environmental Solutions, 1390 CR 344, Denver City, Yorkum County  
TCEQ Scrap Tire (Processing) Facility - Tire Registration ID Number 6200195  
30-Day Supply Authorization and Registration Application Request

Dear Mr. Swanson:

This is in response to your recent request to the Texas Commission on Environmental Quality (TCEQ) to increase your 30-day supply authorization from 50,000 scrap tire equivalents (STEs) to 130,849 STEs. You provided information documenting that the highest monthly consumption of scrap tires consumed for energy recovery or legitimately recycled by the facility in the previous six month period equaled the requested 130,849 STEs. Your request to increase the subject facility's 30-day supply authorization to 130,849 STEs is hereby approved.

A Scrap Tire (Processing) Facility that exceeds their 30-day supply authorization is considered to be in violation of TCEQ scrap tire management rules and is required to reduce the number of STEs on the facility to less than their 30-day supply authorization or register as a Scrap Tire Storage Site. During a November 15, 2006 visit to the facility, John Forehand, TCEQ Tire Liaison, found that the amount of scrap tire material present on the site (unprocessed) significantly exceeded the requested 130,849 STE 30-day supply. Please note that all unprocessed scrap tire material (i.e., whole scrap tires, scrap tire chips, scrap tire shreds, etc.) must be included when calculating the number of STEs on the facility.

In order to bring your facility into compliance with TCEQ scrap tire management rules, you will need to complete one of the following actions within 120 calendar days of the date of this letter.

1. Submit a complete Scrap Tire Storage Site registration application, addressing the requirements contained in 30 Texas Administrative Code, Chapter 328, Subchapter F, to Ms. Cynthia Hackathorn, Tire Coordinator, TCEQ Region 4 Office, 2301 Gravel Drive, Fort Worth, Texas, 76118 for review and processing. A copy of the TCEQ rules relating to the management of used or scrap tires and a Scrap Tire Management Registration Application Packet are enclosed; or
2. Reduce the total amount of scrap tire material (unprocessed) stored on the facility to less than 130,849 STEs.

# Scrap Tire Hauler Registration



**State Rubber and Environmental Services, LLC.**  
**OWNER: State Rubber and Environmental Services, LLC.**


has met the requirements of New Mexico Recycling, Illegal Dumping and Scrap Tire Management Rule,  
20.9.20.26 NMAC, and is registered as a Scrap Tire Hauler. This registration shall expire on May 5, 2014.

Certificate #0066021 TH

issued by

State of New Mexico Environment Department

May 5, 2009

  
Auralie Ashley-Marx, Chief  
Solid Waste Bureau



# CERTIFICATE

ISSUE DATE: 2/27/2012

In the interest of public playground safety, IPEMA provides a third-party certification service whereby TÜV SÜD America validates a manufacturer's certification of conformance to the ASTM F1292-09, Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment Standard. The

manufacturer listed below has received written validation from TÜV SÜD America that the products listed below conform with the requirements of ASTM F1292-09.

**Manufacturer**

State Rubber & Environmental Solutions, Inc.  
1390 County Road 344, PO Box 752  
Denver City, TX 79323  
(806) 592-3803

**PRODUCT #**

Bounceback

**PRODUCT LINE**

Loose Fill Rubber

**DESCRIPTION**

1/4 inch rubber material for playgrounds 6'x17' (Black)

**THK/HT RATIO**



1 of 1 You may verify this certificate by visiting IPEMA's website at <http://www.ipema.org>

State Rubber and Environmental Solutions, LLC  
P. O. Box 732  
1390 CR 344  
Denver City, TX 79323

Registration # 6200195

Re: RFB '14/20/B, Specifications and Qualifications

Established scrap tire processing firm and documented end use markets.

State Rubber and Environmental Solutions, LLC was established in 2003 and has been in constant operation since then. In 2012 we shipped in excess of 32,000,000 lbs. of finished product to various customers throughout the country.

All used or scrap tires or tire pieces are processed on site by means of a total tire recycling system. The tires are ground into fine mesh crumb rubber with all of the steel and fiber being removed. The steel is shipped out to steel mills to be re-processed. Some of the fiber has been shipped out for use as a soil amendment product, an absorbent material used in liquid spill recovery, and for use in molded rubber products. All crumb rubber is currently being sold as a product to various customers in the following industries: Asphalt Modification, Molded Products, Athletic Surfaces, Equestrian Surfaces, Playground material, Landscape industry, and in the Oil Field Industry.

## **APPENDIX A**

### **Campaign Contribution Disclosure Form**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors Bill Dimas, Peter Ives, and Chris Rivera; Santa Fe County Commissioners Miguel Chavez, Kathy Holian, and Daniel "Danny" Mayfield.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (position) \_\_\_\_\_

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

  
Signature

21 November 2013  
Date

DANIEL J. SWANSON

## **APPENDIX B**

### **Resident Veterans Preference Certification**

## RESIDENT VETERANS PREFERENCE CERTIFICATION

\_\_\_\_\_  
(NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

☐ I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

\_\_\_\_\_  
(Signature of Business Representative)\*

\_\_\_\_\_  
(Date)

\*Must be an authorized signatory of the Business.

The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2013.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:

\_\_\_\_\_

N/A

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 8, 2015  
**Subject:** Request for No. 5 to Extend the Term and Increase the Professional Services Agreement with Planit Computer of Albuquerque, NM, for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$35,000.00 (RFP No. '12/13/P).

## BACKGROUND & SUMMARY:

On February 16, 2012, the Board approved a Professional Services Agreement (Agreement) to Planit Computer Services of Albuquerque, NM, for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$21,400.00 (RFP No. '12/13/P).

The scope of work in the Agreement includes the following:

- Networking maintenance for Agency's computers, network print servers and printers, time clocks, routers, VPN routers and wireless access points at two sites and five buildings;
- Software maintenance includes license monitoring, installations, upgrades for general productivity software, antivirus, Time Force time clock software, TeleVantage Mitel phone system, and Performance Now software; and
- User support service (onsite, phone and remote access).

In addition to the normal and customary support, Planit Computer will be performing additional work to include: installation of new domain controller/exchange server and Microsoft Office upgrades throughout the Agency.

On September 27, 2012, the Agency issued Amendment No. 1 to increase the Agreement in the amount of \$2,000.00 for a total not-to-exceed amount of \$23,400.00.

On October 18, 2012, the Board approved Amendment No. 2 to increase the Agreement in the amount of \$14,000.00 for a total not-to-exceed amount of \$37,400.00. The Amendment covered support services through the duration of the first year of the Agreement, February 2013.

On January 24, 2013, the Board approved Amendment No. 3 to increase the Agreement in the amount of \$37,780.00 for a total not-to-exceed amount of \$75,180.00. The Amendment

covered routine services, emergency services, and special projects through the duration of the second year of the Agreement.

On January 16, 2014, the Board approved Amendment No. 4 to increase the Agreement in the amount of \$30,000.00 for a total not-to-exceed amount of \$105,180.00. The amendment covered routine services, emergency services, and special projects through the duration of the third year of the Agreement.

Amendment No. 5 will increase the Agreement in the amount of \$35,000.00 for a total not-to-exceed amount of \$140,180.00. The Amendment is needed for routine services, emergency services, and special projects through the duration of the fourth year of the Agreement. Routine service consists of weekly network maintenance and response to problems at the scheduled time of services. Emergency service covers unplanned response to problems that require immediate attention. Special projects are any project that becomes necessary or desired for which planning was not initially conducted.

Funding is available in line item 52501.510310 - Service Contracts.

**ACTION REQUESTED:**

The Agency is requesting the Board approve Amendment No. 5 to the Professional Services Agreement with Planit Computer Services for computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$35,000.00.

Attachments: 1) Professional Services Agreement - Amendment No. 5  
2) Professional Services Agreement - Amendment No. 4  
3) Professional Services Agreement - Amendment No. 3  
4) Professional Services Agreement - Amendment No. 2  
5) Professional Services Agreement - Amendment No. 1  
6) Professional Services Agreement

M:\Memo\Memo010815.1.wpd

**ATTACHMENT**

Professional Services Agreement - Amendment No. 5

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 5  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 5 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2015 attached hereto as Exhibit A.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty-Five Thousand Dollars and No Cents (\$35,000.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Forty Thousand One Hundred Eighty Dollars and No Cents (\$140,180.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
AMENDMENT NO. 3	\$37,780.00
AMENDMENT NO. 4	\$30,000.00
AMENDMENT NO. 5	\$35,000.00
CONTRACT TO DATE	\$140,180.00

B. Contractor shall be responsible for payment of gross receipts taxes 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 reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

D. Detailed invoices containing reimbursement expenses shall be itemized.

3. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define 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 January 15, 2016, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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 the Contractor and approved by the Joint Powers Board.

**4. AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Miguel Chavez  
Chairperson

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

PLANIT COMPUTER SERVICES:

\_\_\_\_\_  
David Barnes  
Owner

\_\_\_\_\_  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

**Planit Computer Services**

**Scope of Work  
for**

**Computer Support Services  
for the**

**Caja del Rio Landfill  
and**

**Buckman Road Recycling and Transfer Station**

**RFP No. '12/13/P**



Santa Fe Solid Waste Management Agency  
Randall Kippenbrock  
149 Wildlife Way  
Santa Fe, NM 87507

January 05, 2015

Re: Cost proposal for Year 4 of contract

We are pleased to offer this cost proposal for professional services in IT support to SFSWMA for Year 4 of the current contract. Because of the large projects through much of last year, this proposal is based on 2013's labor costs but also considers increased time on site for general maintenance during 2014. There is also a small buffer for any additional projects or emergencies that may present themselves.

The proposed costing will be inclusive of the following services:

Routine services – Maintenance, software upgrades, hardware and software installation, repairs and replacement of failed equipment and user support.

Emergency services – Services that require immediate and unscheduled same day response, as well as weekends and federal holidays.

Special projects – Any service that falls outside the scope of routine service but is a planned service. Examples of this include hardware or software upgrades.

Miscellaneous expenses – The occasional shipping charges or small items that may purchased for use by the agency.

As per the contract, the proposal is based on a \$65 hourly rate plus GRT for routine services and special projects and \$100 hourly rate plus GRT for emergency services. The proposed amount is \$35,000 and is inclusive of the above services as well as any other service that is requested.

David Barnes  
Planit Computer Services

1829 Hiawatha Ct NE • Albuquerque, NM 87112 • 505-275-6858 (p) 505-275-8302 (f)

---

**ATTACHMENT**

**Professional Services Agreement - Amendment No. 4**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 4  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2014 attached hereto as Exhibit A.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty Thousand Dollars and No Cents (\$30,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Five Thousand One Hundred Eighty Dollars and No Cents (\$105,180.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
AMENDMENT NO. 3	\$37,780.00
AMENDMENT NO. 4	\$30,000.00
CONTRACT TO DATE	\$105,180.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

3. **TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define 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 January 16, 2015, unless it is terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional 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 the Contractor and approved by the Joint Powers Board.

4. **AGREEMENT IN FULL FORCE**

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

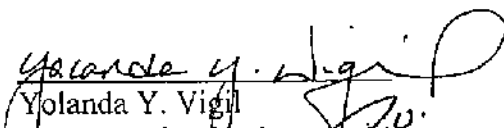
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

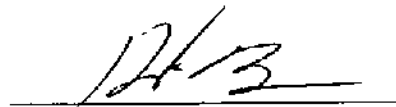
  
Peter Ives  
Chair

1-16-14  
Date:

ATTEST:

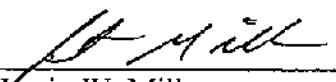
  
Yolanda Y. Vigil  
Santa Fe City Clerk

PLANIT COMPUTER SERVICES:

  
David Barnes  
Owner

1/16/14  
Date:

APPROVED AS TO FORM:

  
Justin W. Miller  
Agency Attorney

1/16/14  
Date:

**EXHIBIT A**

Planit Computer

Scope of Work  
for  
Amendment No. 4

Computer Support Services  
for  
Caja del Rio Landfill  
and  
Buckman Road Recycling and Transfer Station

RFP No. '12/13/P



January 02, 2014

Santa Fe Solid Waste Management Agency  
Randall Kippenbrock  
149 Wildlife Way  
Santa Fe, NM 87507

Re: Cost proposal for Year 2 of contract

We are pleased to offer this cost proposal for professional services in IT support to SFSWMA for Year 2 of the current contract. The proposal is based on last year's labor costs and on consideration of known projects that are either in place or being considered for future implementation.

The proposed costing will be inclusive of the following services:

Routine services – Maintenance, software upgrades, hardware and software installation, repairs and replacement of failed equipment and user support.

Emergency services – Services that require immediate and unscheduled same day response, as well as weekends and federal holidays.

Special projects – Any service that falls outside the scope of routine service but is a planned service. Examples of this include the upcoming installation of the new phone system and the future consideration of server replacement or upgrade.

Miscellaneous expenses – The occasional shipping charges or small items that may purchased for use by the agency.

As per the contract, the proposal is based on a \$65 hourly rate plus GRT for routine services and special projects and \$100 hourly rate plus GRT for emergency services. The proposed amount is \$30,000 and is inclusive of the above services as well as any other service that is requested.

David Barnes  
Planit Computer Services

A handwritten signature in black ink, appearing to read 'DB', is written over the printed name and title.

1/2/14

1829 Hiawatha Ct NE • Albuquerque, NM 87112 • 505-275-6858 (p) 505-275-8302 (f)

**ATTACHMENT**

**Professional Services Agreement – Amendment No. 3**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**AMENDMENT No. 3**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(Computer Support Services - 2012)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2013 attached hereto as Exhibit A.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Thirty-Seven Thousand Seven Hundred Eighty Dollars and No Cents (\$37,780.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Seventy-Five Thousand One Hundred Eighty Dollars and No Cents (\$75,180.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
AMENDMENT NO. 3	\$37,780.00
CONTRACT TO DATE	\$75,180.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

3. **TERM AND EFFECTIVE DATE**

Article 5, Terms and Effective Date of the Agreement is amended to define 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 January 24, 2014, unless it is terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services

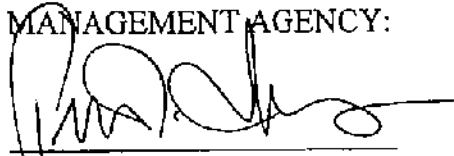
codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

4. AGREEMENT IN FULL FORCE

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

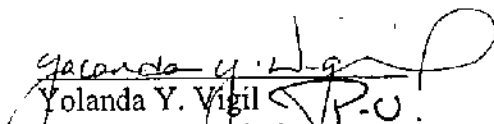
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:


  
Peter Ives  
Vice Chair

1-24-13  
Date:

ATTEST:

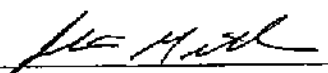
  
Yolanda Y. Vigil  
Santa Fe City Clerk

PLANIT COMPUTER SERVICES:

  
David Barnes  
Owner

1/31/13  
Date:

APPROVED AS TO FORM:

  
Justin W. Miller  
Agency Attorney

1/24/13  
Date:

**EXHIBIT A**  
**Planit**  
**Scope of Work and Fee**  
**for**  
**2013 Computer Support Services**



Cost proposal for Santa Fe Solid Waste Management. Costing will be broken into three categories, routine services, emergency services and special projects. Routine service covers weekly network maintenance and response to problems at the scheduled time of services. Emergency service covers unplanned response to problems that require immediate attention. Special projects describe any project that becomes necessary or desired but was not initially planned for. Some examples of projects being considered are replacing network wiring to comply with Gigabyte speed standards, replacing the existing phone system and the possibility of installing cameras in house.

Routine Services:	\$20,280.00
Emergency Services:	\$5,000.00
Special Projects:	\$12,500.00
Total:	\$37,780.00

David Barnes  
Planit Computer Services

1/13 1/9/13

**ATTACHMENT**

Professional Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 the 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 Fourteen Thousand Dollars and No Cents (\$14,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Thirty-Seven Thousand Four Hundred Dollars and No Cents (\$37,400.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
AMENDMENT NO. 2	\$14,000.00
CONTRACT TO DATE	\$37,400.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. **AGREEMENT IN FULL FORCE**

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

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

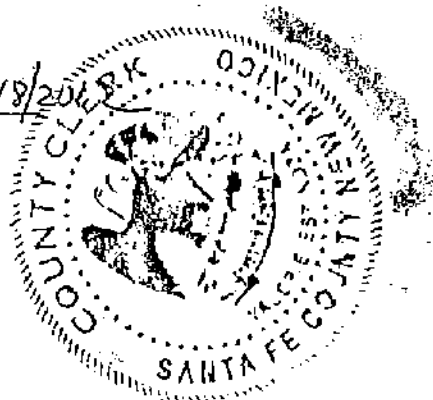
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

Kathy Hula (for Virginia Vigil)

Virginia Vigil  
Chair

Date:

10/18/2012



ATTEST:

Valerie Espinosa 4 VT 10-25-12

Valerie Espinosa  
Santa Fe County Clerk

PLANIT COMPUTER SERVICES:

David Barnes  
David Barnes  
Owner

10/24/12  
Date:

APPROVED AS TO FORM:

Justin W. Miller  
Justin W. Miller  
Agency Attorney

9/25/12  
Date:

**ATTACHMENT**

Professional Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and Planit Computer Services (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide computer support services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P).

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 the 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 Two Thousand Dollars and No Cents (\$2,000.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Twenty-Three Thousand Four Hundred Dollars and No Cents (\$23,400.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$21,400.00
AMENDMENT NO. 1	\$2,000.00
CONTRACT TO DATE	\$23,400.00

- B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

Randall Kippenbrock  
Randall Kippenbrock, P.E.  
Executive Director

9/27/12  
Date:

PLANIT COMPUTER SERVICES:

David Barnes  
David Barnes  
Owner

9/27/12  
Date:

APPROVED AS TO FORM:

Justin W. Miller  
Justin W. Miller  
Agency Attorney

9/25/12  
Date:

**ATTACHMENT**

**Professional Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Computer Support Services - 2012)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Planit Computer Services (the "Contractor") for Computer Support Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '12/13/P) 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 professional services subject to this Agreement are set forth in the Scope of Work 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 Twenty One Thousand Four Hundred Dollars and No Cents (\$21,400.00).

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

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

D. Detailed statements containing reimbursement expenses 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 February 23, 2013, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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 and approved by the Joint Powers Board.

6. TERMINATION

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. 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.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional 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 professional liability insurance of \$1,000,000 for each claim, 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 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 Work 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

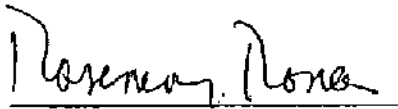
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. David Barnes  
Owner  
Planit Computer Services  
1829 Hiawatha Ct. NE  
Albuquerque, NM 87112

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

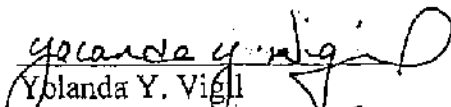
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:



Rosemary Romero  
Chairperson

2-23-12  
Date:

ATTEST:

  
Yolanda Y. Vigil  
Santa Fe City Clerk

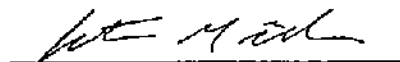
PLANIT COMPUTER SERVICES:



David Barnes  
Owner

2/23/12  
Date:

APPROVED AS TO FORM:



Justin W. Miller  
Agency Attorney

2/23/12  
Date:

**EXHIBIT A**

**Planit Computer Services**

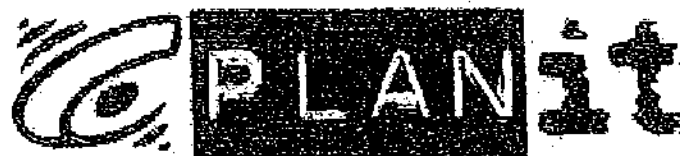
**Scope of Work**

**RFP No. '12/13/P**

# SFSWMA

RFP Number '12/13/P

Computer Support Services  
for  
Caja Del Rio Landfill  
and  
Buckman Road Recycling and Transfer Station



**Planit Computer Services**



January 26, 2012

In reference to RFP No. '12/13/P

To whom it may concern,

Planit Computer Services has been serving Albuquerque, Santa Fe and the surrounding areas for eleven years. With a focus on small to medium business; accounts are diverse, ranging from professional to industrial with networks ranging from single user environments to server based LANs with numerous workstations. We also support WAN configurations from simple DSL connections to linking multiple physical networks together through wireless bridges and point to point configurations. One of these accounts is SFSWMA.

Over the last decade our businesses have grown side by side. A rapport has been long established and a familiarity with all of the employee's abilities and temperaments allows effective communication and instruction. Thorough knowledge of the network enables a fast and efficient resolution to the common problems that arise.

David Barnes is the point of contact for Planit Computer Services and can be reached at 505-275-6858 or by email at [david@planitnm.com](mailto:david@planitnm.com).

It has been a delight and a privilege to serve the agency over the years and I appreciate your consideration in allowing this relationship to continue its growth.

Thank you,

A handwritten signature in black ink, appearing to be 'DB' followed by a stylized flourish.

David Barnes  
Owner  
Planit Computer Services



## **Sub-Consultants**

Planit has no sub-contracts.

Planit is reachable by phone 24 hours a day and seven days a week. Calls will be answered or messages returned even when out of town and remote access is also utilized when necessary. Almost any problem can be resolved in this manner. However, we acknowledge that circumstances can occur where it is physically impossible to respond to a service call. For this reason we have an agreement with Davlaur Information Systems for response in these unlikely emergency situations.

Davlaur is utilized only in emergency situations where it is impossible for Planit to respond.

### **Davlaur Information Systems**

8100 Wyoming Blvd NE  
Suite M4, PMB 284  
Albuquerque, NM 87113

505-362-2601

Davlaur is experienced with all versions of Windows Server and all versions of Windows for the PC. They are adept at Network maintenance and problem solving. They have experience with a wide range of office software and peripherals.



## Approach

### **General Maintenance:**

Maintenance of the network, systems, software and peripherals is performed as a standard while at a client's site. While working on any system, error logs are checked and system cleanup is performed. Software is reviewed for license issues, for unauthorized installation and for potentially unwanted programs. If applicable, toolbars are removed, active X components are removed and unnecessary start-up programs are removed. System and network performance is considered and, if degraded, the problem is located and fixed. This preventative maintenance can preserve overall system performance but it can also prevent a catastrophic failure if early indicators are available and caught. Ideally, this is done on a scheduled basis, but this service is always performed with any work performed on a server or workstation.

### **Support:**

In the event of a problem or failure, calls are handled in the order that produces the fastest results at the lowest price. While failures and severe problems do occur, the majority of calls are comprised of glitches or minor problems that are easily and quickly resolved. Most users, no matter how basic their skills are capable of dealing with these problems with proper instruction. Because of this, phone support is typically the first step in solving a problem followed by either remote access or a service call.

### **Phone Support**

When a call is received, questions are asked to ascertain the most probable cause of the issue. Through this communication the technician collects information to diagnose the problem and develop possible solutions. If a simple fix is likely, the user (based on their ability) is guided through steps to resolve the problem. These steps are often as simple as checking a plug or restarting a piece of equipment. Problems are frequently resolved within 30 minutes over the phone. These short sessions are regarded as a customer service and are complimentary.



## **Remote Access**

Sometimes a user is not comfortable with phone support and sometimes phone support is not a viable option. However, the problem may still be one that is quickly and easily resolved. In these circumstances the technician may opt for remote access to perform services. There are three options available in remote service, when starting with a company these options are discussed and the preferred method is setup on the workstations and servers. RDP is the preferred method of remote access, but other options include another permanent service like LogMeIn or a one-time service like ShowMyPC.

**RDP** - Native to windows and only requires porting be set up on the router and the workstation. However, it does require Windows Professional. Once configured, a technician can access the system(s) at any time and from any location, as long as the computer is powered on.

**LogMeIn** - This or a similar service can be utilized even on computers running home editions of Windows. With these services a client is installed on each workstation and the technician can access the computer at any time. Also, if desired, the client can also be disabled to restrict outside access to the computer. There is, however, a small annual fee for each station utilizing this service.

**ShowMyPC** - A per incident solution. Services like ShowMyPC allow the technician access to the machine for a single occurrence. The user downloads a small temporary client which generates a password for that instance. Once the session is over the password is nullified and the client is deleted. This type of service is used when privacy is a concern. The user can monitor the technicians work, take control or terminate the session. Once service is completed the system is no longer shared. This solution may be used, even with other remote access solutions, if the technician needs to see something the user is doing to resolve a problem.

It is common for a problem to be resolved in 15 minutes or less and these quick fixes are free of charge. Because there is no travel time involved, there is less down time in addition to the cost benefit. In the event a problem cannot be resolved in 15 minutes, standard hourly fees will apply. If the problem cannot be fixed remotely a service call will be scheduled.



## Service Calls

Hardware failure, internet service interruption and problems unable to be resolved remotely will require a service call. Non emergency calls will be scheduled for service within the week, typically within two days. Emergency calls will be handled same day or next day, depending on severity and time of day. Catastrophic emergencies that cripple a network will warrant response within 4 hours. Less severe emergencies, losing a single workstation for example, will be scheduled for next day service. Hardware failure may require parts to be ordered and may result in delays. The need to replace specialized equipment may place service times at the mercy of the supplying company and the shipping service. In this event, every effort will be made to expedite a resolution but timeframe will be out of anyone's control.



## Qualifications

David Barnes is the sole proprietor of Planit Computer Services. While working in the industry, he found many of the practices and attitudes in the IT field to be flawed from a customer's perspective. So, in 2001 he started Planit with the goal of providing reliable and affordable service to clients and to strive for an approachable easy to understand interaction with people.

He has experience with all versions of Windows Server (NT, 2000, 2003, and 2008) and all versions of Windows (95, 98, Me, 2000, XP, Vista and 7). He also has experience with Cisco, Adtran and Juniper networking equipment, including routers, switches and VPN routers and bridges. Experience with peripheral equipment includes printers and print servers, time clocks, VoIP phones, wireless access points, smart phones, and digiport converters. Software he has worked with includes WasteWorks (waste disposal software), TimeForce (time clock software), TeleVantage (server based phone system), a variety of antivirus software (including Symantec, McAfee, Trend Micro and Eset), several of the Adobe and Microsoft productivity titles and Performance Now (employee evaluation software). He is adept at troubleshooting network and component problems and is familiar with a variety of common communication interfaces in today's market including T1 (internet and point to point), Cable, DSL, and wireless internet.



## **Similar Accounts/Projects**

### **Caja Del Río/SFSWMA**

Since 2001 Planit has helped the agency grow from a handful of individual computers with dial up connections to the network they are currently utilizing and from an office with two unattached buildings to a consolidated network connecting all five structures of the organization. As such, Planit has intrinsic knowledge of the network, the attached devices and the software being used. This familiarity includes many of the common idiosyncrasies in the network, which makes most problems easy to identify and quick to fix. Responsibilities include hardware and software maintenance, server and workstation maintenance and LAN maintenance.

### **High Country Macula**

High Country Macula started as a single doctor's office in Santa Fe and grew to include a second office in Albuquerque. These offices were connected through VPN routers. Duties included hardware and software maintenance, server and workstation maintenance and LAN maintenance.

### **MPB - Medical Practice Billing**

MPB is a medical billing company. They require remote access to servers in all of the doctors' offices they service. Duties include hardware and software installation and maintenance, antivirus maintenance, and configuring and maintaining remote connections to servers.

### **Other Clients**

Responsibilities include:

Software maintenance, upgrades, installation and licensing

Hardware setup, including servers, workstations, routers, print servers, printers and peripherals

Antivirus monitoring

LAN maintenance and upgrades

Backup and recovery

Troubleshooting and repair of network components

Troubleshooting and repair of servers and workstations



## **Fee Schedule**

### **On-Site Service**

The hourly rate for on-site service is \$65.00 for scheduled service Monday through Friday and is \$100.00 for emergency calls requiring same or next day response, weekends or standard Federal holidays. Travel time is chargeable and billed time begins from departure to the agency to arrival from the agency.

### **Remote Service**

If applicable, the hourly rate for remote service is \$65.00 with no increase for emergency, weekend or holiday. There is no charge for incidents that can be resolved in 15 minutes or less. These quick fixes are considered to be a customer service.

### **Phone Support**

If applicable, the hourly rate for phone support is \$65.00. There is typically no charge for phone support. Most incidents can be resolved within minutes and can often prevent bigger problems that may occur when a user tries to resolve an issue unassisted. Because of this, we welcome customer's calling with questions. Again, this is considered to be a customer service. Calls over 30 minutes may be billed.

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLN)  
**Date:** January 6, 2015  
**Subject:** Request for Approval of Amendment No. 2 to Extend the Term and Increase the Professional Services Agreement with SCS Engineers of Albuquerque, NM, for Engineering, Operation and Maintenance Services for the Landfill Gas Collection System at the Caja del Rio Landfill in the Amount of \$143,580.00 (RFP No. '14/17/P).

## BACKGROUND AND SUMMARY:

On January 16, 2014, the Joint Powers Board approved RFP #14/17/P to SCS Engineers of Bedford, TX, for engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill for calendar year 2014 in the amount of \$126,700.00.

On August 24, 2014, the Joint Powers Board Approved Amendment No. 1. to the Professional Services Agreement with SCS Engineers to continue to provide services for Task 7 of the Agreement in the amount of \$8,900.00. Task 7 consisted of removing the wellhead from the east side of the leachate pipe at Cell 4A, installing it next to an existing gas well that is closest to the leachate pipe on the west side of the landfill cell (Cell 4B), and connecting the leachate pipe to the wellhead.

Engineering services in calendar year 2015 consist of the following tasks:

- Task 1. Air-Related Reporting;
- Task 2. Title V Permit Renewal;
- Task 3. GCCS Expansion Design;
- Task 4. On-Call Services Task; and
- Task 5. O&M Routine and Non-Routine Services.

SCS will prepare the Title V reports that certify that the landfill is in compliance with all air-related requirements, and the SSM semi-annual reports that summarize SSM events. NSPS reporting is more involved and includes all collection well exceedances, a summary of quarterly surface scans, documentation of any gas system expansions, a summary of gas system downtime and any flare free-venting. SCS Engineers will calculate and file calendar year 2014 GHG Emissions by March 31, 2015. SCS will prepare the calendar year 2014 emissions inventory for the landfill and submit it to the New Mexico Environment Department by April 1, 2015. SCS will prepare and file the Title V renewal by February 15, 2016. Sections in the renewal application include a list of emissions sources and tabulations of their emissions, a written application summary, updated plot plan drawing, 5-year emissions calculations, backup references for emissions calculations, discussion demonstrating compliance with state and federal regulations, summary of requirements for the Title V program, GHG information, and a special addendum form and related discussion for landfill applications. SCS will prepare bid-

level plans and specifications for the expansion of the landfill gas collection system into Cell 4B. The plans will include a cover sheet, existing conditions, LFG collection system layout plan, extraction well details, including well schedule, pipe and valve details, condensate management details, and survey control.

Amendment No. 2 will increase the Agreement in the amount of \$143,580.00 for a total not-to-exceed amount of \$279,180.00. Funding is available in the Landfill Gas Collection Reserve Fund Cash.

**ACTION REQUESTED:**

The Agency is requesting Board to approve Amendment No. 2 to the Agreement with SCS Engineers for engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill in the amount of \$143,580.00.

The Agency also requests approval of a budget increase to 52501.510300 (Professional Services) from 5503.100700 (Landfill Gas Collection Reserve Fund Cash) in the amount of \$143,580.00.

- Attachments:
- 1) Budget Adjustment Request
  - 2) Professional Service Agreement – Amendment No. 2
  - 2) Professional Service Agreement – Amendment No. 1
  - 3) Professional Service Agreement

M:/Memo/Memo010615.1.docx

**ATTACHMENT**

Budget Adjustment Request

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Gas Collection System Reserve Fund	52503.700150	5500	DR	143,580.00	
Operating Fund	51500.600150	5503	(CR)	(143,580.00)	
Compliance Contract	52501.510250		DR	143,580.00	
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				<b>TOTAL</b>	143,580.00

BAR to transfer CASH from 5503.100700 (Gas Collection System Reserve Fund Cash ) to 5500.100700 (Operating Fund Cash)

and BAR in increase 52501.510250 for Amendment #2 in the amount of \$143,580.00 to SCS for yearly Engineering

Operation and Maintenance Services for Landfill Gas Collection System. Approved at JPB Meeting of January 15, 2015

		<b>CITY COUNCIL APPROVAL</b>			
Angelica G. Salazar	Date	City Council	Approval Required <input type="checkbox"/>	Budget Officer	Date
		City Council Approval Date	<input type="text"/>	Finance Director	Date
		Agenda Item #:	<input type="text"/>	City Manager	Date
Randall Kippenbrock, P.E. Exec Director	Date	4			

**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY

AMENDMENT No. 2

PROFESSIONAL SERVICES AGREEMENT

(Engineering, Operation and Maintenance Services - 2014)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 16, 2014 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Engineers (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '14/17/P).

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Work for Calendar Year 2015 attached hereto as Exhibit A.

**2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Forty-Three Thousand Five Hundred Eighty Dollars

and No Cents (\$143,580.00) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Two Hundred Seventy-Nine Thousand One Hundred Eighty Dollars and No Cents (\$279,180.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$126,700.00
AMENDMENT NO. 1	\$8,900.00
AMENDMENT NO. 2	\$143,580.00
CONTRACT TO DATE	\$279,180.00

- B. Payment Contractor shall be responsible for payment of gross receipts taxes 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 reasonably detailed invoices describing the services performed. Invoices shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

- D. Detailed invoices containing reimbursement expenses shall be itemized.

**3. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define 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 January 15, 2016, unless it is terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional 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 the Contractor and approved by the Joint Powers Board.

**4. AGREEMENT IN FULL FORCE**

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

\_\_\_\_\_  
Miguel Chavez  
Chairperson

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

CONTRACTOR:

\_\_\_\_\_  
Kevin Yard, P.E., BCEE  
Vice President  
SCS Engineers

\_\_\_\_\_  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

SCS Engineers

Scope of Work  
for  
Amendment No. 2

Engineering, Operation and Maintenance Services  
for the  
Caja del Rio Landfill  
Landfill Gas Collection System

RFP No. '14/17/P

## SCS ENGINEERS

December 26, 2014  
SCS Proposal No. 160189213

Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506

Re: Proposed Scope and Fee – 2015 Services  
Santa Fe Solid Waste Management Agency RFP # '14/17/P  
Engineering, Operation and Maintenance Services for Caja Del Rio Landfill Gas Collection  
System at the Caja Del Rio Landfill, Santa Fe, New Mexico

Dear Randall:

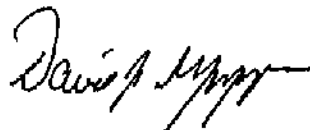
Per our discussions, SCS Engineers is pleased to present this proposed calendar year 2015 (February 2015 through January 2016) scope, schedule, cost, and fee schedule. Our fees reflect some credit for unused 2014 fees we think will be remaining to "roll-over" into this 2015 contract. We have organized the documents as follows for insertion into your standard contract form:

Exhibit A – Scope and Schedule;  
Exhibit B – Rates and Not-to-Exceed Fees; and  
Exhibit C – Fee Schedule.

In view of our history of providing these services for the SFSWMA, our in-depth familiarity with the Caja del Rio Landfill and the related permit documents, and the known qualifications of our project staff, we have not included a new statement of qualifications with this proposal. However, we would be glad to provide such qualifications and experience materials for our engineering as well as O&M services, including our air quality specialist, Mr. Bruce Nicholson, as you deem appropriate.

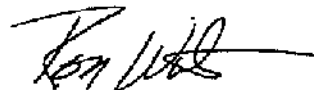
We very much appreciate the opportunity to continue providing these engineering and the O&M services to SFSWMA. Please do not hesitate to contact us with any questions or if you would like any additional information.

Sincerely,



David J. Mezzacappa, P.E.  
Vice President  
**SCS ENGINEERS**

cc: Marcia Pincus, P.E., SCS



Ron Wilks  
Vice President  
**SCS FIELD SERVICES**

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK  
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES FOR THE CAJA DEL  
RIO LANDFILL GAS COLLECTION SYSTEM  
AT THE CAJA DEL RIO LANDFILL**

**Project Description**

This scope of services is to provide SFSWMA engineering, operation and maintenance services as set forth in the Request for Proposal (RFP #’14/17/P), Engineering, Operation, and Maintenance Services for the Caja Del Rio Landfill Gas Collection System at the Caja Del Rio Landfill. This grouping of services is somewhat diverse, consisting of engineering services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; support for the expansion of gas collection and control system (GCCS); support regarding Title V renewal of the air permit; and operation and maintenance services (both routine and non-routine) for the GCCS.

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated December 17, 2013, and subsequent discussions with SFSWMA, SCS proposes to organize our work for 2015 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Title V Permit Renewal;
- Task 3 – GCCS Expansion Design;
- Task 4 – On-Call Services Task;
- Task 5 – O&M Routine and Non-Routine Services; and
- Tasks 6 and 7 (Not used in 2015).

The proposed federal NSPS rule for municipal solid waste landfills is scheduled to be promulgated in 2015. If these rules are finalized in 2015, as expected, and as the landfill becomes subject to these new requirements, both the scope and fees presented in this proposal may be subject to revision since the final rule is expected to require more rigorous reporting and monitoring. A detailed scope of work for tasks 1 through 5 is provided below.

**SCOPE OF WORK**

**Task 1 – Air-Related Reporting**

**Subtask - NSPS, SSM, and Title V Reporting**

Task 1 includes services in calendar year 2015 related to required New Source Performance Standards (NSPS), Startup, Shutdown and Malfunction (SSM), and Title V reporting. This includes one reporting event in April 2015 and one in October 2015.

The Title V reports certify that the landfill is in compliance with air-related regulatory and permit requirements. Title V reporting requires reporting of compliance deviations semi-annually (if any

deviations occurred) and certification of overall compliance with all air-related requirements annually. For this Task, SCS will prepare the Title V reports. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports.

The rule requiring the SSM Plan requires that semi-annual report filings be submitted detailing many aspects of the GCCS' operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare. NSPS reporting is more involved and requires documentation of the following per 40 CFR §60.757(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and SSM report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will transmit these reports to SFSWMA for submittal to the New Mexico Environment Department Air Quality Bureau (AQB) submittal, or submit them to the AQB on SFSWMA's behalf. To simplify reporting, SCS will combine these reports into one submittal to AQB.

*Deliverables: An electronic draft will be provided to SFSWMA for review (a hard copy can be provided upon request). Two final copies will be provided for SFSWMA's records in addition the appropriate copies for the AQB. In addition, all deliverables will be provided electronically in PDF format.*

#### **Subtask - Prepare New Mexico Emissions Inventory Reporting**

SCS will prepare the calendar year 2014 emissions inventory for the landfill. This inventory, which will be filed online, is scheduled to be submitted by April 1, 2015. In preparation for this task, SCS will prepare a list of needed information. This list will include everything SCS needs to calculate 2014 emissions, such as 2014 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations performed as part of this task will be reported to AQB if they require them, since AQB accepts the EPA-mandated calculations for these values.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittal to AQB as the certifier. A copy of the emissions spreadsheets will be provided to SFSWMA and AQB, as was done in the previous year.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. These forms typically require that emissions totals be listed from which fees are determined. SFSWMA typically sends these forms to SCS upon receipt from AQB, and SCS completes them with the calculated emissions totals for SFSWMA's remittance to AQB. Please note that the fees themselves are not included in this proposal.

***Deliverables:** PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare a sealed memorandum hard copy for SFSWMA files and submit up to two hard copies of this memorandum.*

#### **Subtask - Federal Greenhouse Gas (GHG) Emissions Reporting Services**

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2014 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2015. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2014 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this throughout the year. This information gathering will be similar to the normal emissions inventory process, but will be much more detailed and documented for SFSWMA's files. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. Upon entering the required information into EPA's online reporting system, SCS will work with the SFSWMA's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed. This memorandum will be sealed by a professional engineer registered in the State of New Mexico.

***Deliverables:** The reporting is electronic; however, as noted in this scope, SCS will prepare a sealed memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.*

#### **Task 2 – Title V Permit Renewal**

The landfill's 5-year Title V renewal will be due to AQB by no later than February 15, 2016. This task includes the preparation of the renewal application in calendar year 2015 so that it can be

submitted in advance of this February 2016 date. For this task, SCS will partner with Air Quality Services, Inc. (AQSI), based in Santa Fe. With their local presence, no site visits from SCS staff are included in this task.

SCS and AQSI have already prepared a modeling waiver request. AQB has indicated that modeling for this renewal will not be required. As such, our scope and fee reflects the full acceptance of this waiver.

The renewal application to be prepared as part of this task will follow AQB's universal application format. Renewals for Title V permits do not require fees and, as such, no permitting fees are included in this proposal. Content for the renewal application will be adapted where possible from the prior renewal application. Important sections in the renewal application include the following:

- List of all emissions sources and an individual tabulation of their emissions;
- Written application summary;
- Updated plot plan drawing and (in a separate section) maps showing additional information not on the plot plan;
- Detailed 5-year emissions calculations (much of this work will have been completed in Task 1);
- Detailed backup references for emissions calculations;
- Discussion demonstrating compliance with each applicable state and federal regulation;
- Summary of requirements for the Title V program;
- Greenhouse gas emissions information; and
- A special addendum form and related discussion for landfill applications.

SCS will work with SFSWMA to collect any information needed. This proposal assumes that drawings from the current expansion application will be provided, as necessary in usable CAD format.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to AQB, as well as copies for SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to AQB.

This task assumes that the application will be submitted in January 2016 so that typical post-submittal services such as the following can be initiated in 2016's scope as opposed to this one:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

If any of these services are required after January 2016, SCS can work with SFSWMA to consider utilizing our on-call services subtask.

***Deliverables:*** *Electronic copies will be provided of all application components for SFSWMA files along with up to 2 hard copies of the renewal application (in addition to the 2 hard copies required by AQB). All deliverables will also be provided electronically via PDF.*

### **Task 3 – GCCS Expansion Design**

Waste in Cell 4B will have been in place in excess of 5 years in 2015. Per the current federal NSPS Rules for landfills, gas collection from Cell 4B will be required. The leachate cleanout has been converted into a gas collection point; however, the waste configuration in Cell 4B will soon be to a level where the planned wellfield expansion may be constructed. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 4B. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill will be sufficient for development of the construction plans. Additionally, our specifications will require that the contractor perform a pre-construction survey at the well locations to confirm well depth, and, based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer.

SCS will prepare bid documents and specifications for this construction project. Bid items will be clearly identified. Consistent with prior bid documents prepared by SCS, we have assumed that "front-end" bid documents and standards will be provided to SCS for inclusion into the bid documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to SCS' standard specifications for "General Requirements," (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (includes pump and sump, if required).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of probable cost of construction. SCS will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

***Deliverables:** Electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documentation report for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.*

#### **Task 4 – Engineering On-Call Services**

Since other related engineering services may also be needed in 2015, this task is recommended and included here for consideration. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during 2015, specifically including the following:

- Title V modification or renewal post-submittal services; and
- Preparation for implementation of the EPA's forthcoming NSPS rules.

Other related services could range from general assistance with revisions that might be needed to reporting or plans during the year to coordination between SFSWMA and the GCCS' operator, or coordination with NMED or EPA. Additional air support services or permitting needed as part of the pending landfill permit renewal/expansion can also be included in this task. The fees under this task will be adjusted/augmented as necessary depending on the tasks required. However, an initial amount has been included.

***Deliverables:** Although the tasks to be covered under on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.*

#### **Task 5 – O&M Routine and Non-Routine Services**

##### **Routine Services – Once or Twice a Month Basis**

The wellfield be will monitored on a monthly basis. Monitoring twice per month will be initiated if needed and after first requesting permission from SFSWMA. SCS will recommend twice a month readings if the wellfield readings indicate that twice a month readings are necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature, oxygen or pressure

variations over the month; or other circumstances that warrant twice a month readings. During the monthly visits, routine services for the wellfield will involve:

- Monitoring and adjusting the 15 extraction wells and the leachate cleanout remote extraction well so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec Gem 2000 or 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS guidelines. Initial reading and adjusted readings, for each well and the Blower Flare Station (BFS) will be stored in the GEM 2000/5000 for future upload to an electronic data file.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS requirement stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. SCS will record at the BFS all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours, amps, vibration, and hertz;
- Arrestor and knockout port differential pressures;
- Flare flow and total flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the BFS, and as required by the manufacturer.

SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping;
- Unusual noise/vibrations/functions; and
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services, as recommended by John Zink for the flare, blower, and associated equipment, will also be performed. Maintenance for the BFS will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;
- Periodic switching of the blowers (monthly basis);
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (VFD) (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);
- Other maintenance items as required by the John Zink O&M Manual for BFS (time interval varies by equipment and manufacturer);
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis);
- Flame arrestor cleaning (typically annually or as required by manufacturer as increase in differential pressure);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- UV scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter's inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repair performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, BFS, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the 15th day of the following month. All SSMs that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to SFSWMA.

SCS' approach to providing routine services is to collect data pertaining to the BFS prior to making wellfield adjustments. This allows field staff to determine if the BFS is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the BFS is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum from the BFS. Wells would

be “over-pulled” as a result of this higher vacuum. If this condition (“overpulling”) is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is could be more time spent at the site if there are no problems at the BFS, but this time would be offset if there were problems at the BFS and they were not taken care of prior to wellfield adjustments.

After the BFS is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed HDPE piping.

SCS will plan to do wellfield tuning and adjustments during the morning hours. We feel this timing of the wellfield readings is advantageous because it is the best time to ascertain the efficiency of the wellfield. SCS believes there is no disadvantage to performing the readings during this time of day and actually allows us the remainder of the day to perform maintenance and repair of equipment, if needed.

Once the wellfield is read, the technician will then return to the BFS and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the BFS, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

### **Surface Emissions Monitoring**

SCS can perform Surface Emissions Monitoring (SEM) using a TVA-1000A flame detector. The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The TVA-1000A would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated in 30 days. SCS would perform this service during one of the semi-monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the

surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

#### **Opacity Test – Method 9**

SCS will on a quarterly basis conduct an opacity test for the flare and the Godwin pump. Our staff will coordinate the opacity test at the same time we are providing other O&M routine services. SCS will submit copies of the opacity tests to SFSWMA within a week of completing the opacity test.

***Deliverables:** Hard copy O&M reports will be provided to SFSWMA monthly, SEM monitoring reports will be provided quarterly, and copies of opacity tests will be provided quarterly.*

#### **Non-Routine Services**

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visit to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will be performed by Secor and/or a SCS field technician. SCS will contact Secor, if used, about any repair/replacement issues and obtain a scope of work and estimated costs for the work. SFSWMA will be provided this information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will oversee the work performed by Secor, if used for the repair. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, staff from our Albuquerque office can respond to these emergencies 7 days a week.

During an emergency event, the Project Manager and/or other Albuquerque staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

### **Schedule**

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Annual NSPS, SSM, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30<sup>th</sup> and October 30<sup>st</sup>.

Federal Greenhouse Gas (GIIG) Emissions Reporting Services will begin at the start of 2015. Data will be collected, processed, and emissions calculation prepared. In March 2015, the emissions results will be entered into e-GGRT for final reporting to EPA. The next year's reporting will begin in January 2016.

Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2015, which is the current deadline for this reporting that has been set by NMED.

Task 2 - The work for the Title V renewal will begin in February 2015 with the emissions calculations and work to verify what modeling, if any, is required. After that the application will be prepared. The submittal will be scheduled to AQB by no later than January 31, 2016.

Task 3 - We currently assume that the GCCS Expansion Design will commence in June 2015 and be completed by the end of August. This will allow for SFSWMA to have the documents in-hand to confirm how they will procure the construction; and whether additional tasks will be requested for bidding support or CQA services.

Task 4 -- Engineering On-Call Services may take place at any time per the Agency's needs and is represented as such. If full modeling is required for the Title V permitting effort, this would likely begin soon after we are told that it is required.

Task 5 - (various routine O&M services) will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services will be dependent on ongoing circumstances and, as reflected in the schedule, may be needed at any time.

**EXHIBIT A - PROJECT SCHEDULE**  
**2015 AIR COMPLIANCE/O&M SERVICES FOR THE**  
**CAJA DEL RIO LANDFILL**

Task	Date												
	2015												2016
	F	M	A	M	J	J	A	S	O	N	D	J	
1 - Annual NSPS, SSM, and Title V Reporting, NM Emission Inventory, & GHG Reporting													
2 - Title V Permit Renewal													
3 - GCCS Expansion Design													
4 - On-Call Services													
5 - O&M Routine Services													
5 - O&M Surface Emissions Monitoring													
5 - O&M Non-Routine Services													

<== Prepare NSPS/SSM/TV Reports by April 30 and October 30, 2015. Prepare NM Emissions Inventory and GHG Emissions by March 31, 2015.

<== Begin work in February 2015 and complete by January 31, 2016.

<== Begin work in June, complete by August 31 st.

<== Perform additional services tasks as needed.

<== Perform once a month (twice if needed).

<== Perform quarterly.

<== Perform as-needed.

**Exhibit B. Rates and Not-to-Exceed Costs  
2015 Air Compliance Services  
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

<b>Table 1: Air Related Reporting</b>				
<b>Personnel</b>	<b>Unit Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	20	\$3,600.00
Project Manager 2	\$160.00	hours	12	\$1,920.00
CAD Designer	\$108.00	hours	4	\$432.00
Staff Professional 2 (Engineer)	\$100.00	hours	98	\$9,800.00
Secretarial/Clerical	\$60.00	hours	14	\$840.00
<b>Expenses</b>				
Telephone/Fax/Postage	\$150.00	lump sum	3	\$450.00
Reproduction	\$129.00	lump sum	3	\$387.00
Hourly Computer Fee	\$3.50	per hour	148	\$518.00
<b>Subtotal</b>				<b>\$20,547.00</b>
<b>City of Albuquerque Gross Receipts Tax</b>				<b>\$1,027.35</b>
<b>County of Bernalillo Gross Receipts Tax</b>				<b>\$1,027.35</b>
<b>State of New Mexico Gross Receipts Tax</b>				<b>\$1,027.35</b>
<b>Subtotal Taxes</b>				<b>\$3,082.05</b>
<b>Subtotal</b>				<b>\$23,629.05</b>

<b>Table 2: Air Permit Review</b>				
<b>Personnel</b>	<b>Unit Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	16	\$2,880.00
Project Manager 2	\$160.00	hours	4	\$640.00
CAD Designer	\$108.00	hours	32	\$3,456.00
Staff Professional 2 (Engineer)	\$100.00	hours	40	\$4,000.00
Secretarial/Clerical	\$60.00	hours	8	\$480.00
<b>Expenses</b>				
Telephone/Fax/Postage	\$50.00	lump sum	1	\$50.00
Reproduction	\$400.00	lump sum	1	\$400.00
Hourly Computer Fee	\$3.50	per hour	100	\$350.00
<b>Subtotal</b>				
Air Quality Services, Inc.	\$135.00	hours	41.5	\$5,602.50
<b>Subtotal</b>				<b>\$15,330.50</b>
<b>City of Albuquerque Gross Receipts Tax</b>				<b>\$766.53</b>
<b>County of Bernalillo Gross Receipts Tax</b>				<b>\$766.53</b>
<b>State of New Mexico Gross Receipts Tax</b>				<b>\$766.53</b>
<b>Subtotal Taxes</b>				<b>\$2,300.00</b>
<b>Subtotal</b>				<b>\$17,630.50</b>

<b>Table 3: Air Permit Design</b>				
<b>Personnel</b>	<b>Unit Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	8	\$1,440.00
Project Manager 2	\$160.00	hours	24	\$3,840.00
CAD Designer	\$108.00	hours	50	\$5,400.00
Staff Professional 2 (Engineer)	\$100.00	hours	32	\$3,200.00
Secretarial/Clerical	\$60.00	hours	4	\$240.00
<b>Expenses</b>				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00
Hourly Computer Fee	\$3.50	per hour	118	\$413.00
<b>Subtotal</b>				<b>\$11,893.00</b>
<b>City of Albuquerque Gross Receipts Tax</b>				<b>\$594.65</b>
<b>County of Bernalillo Gross Receipts Tax</b>				<b>\$594.65</b>
<b>State of New Mexico Gross Receipts Tax</b>				<b>\$594.65</b>
<b>Subtotal Taxes</b>				<b>\$1,783.95</b>
<b>Subtotal</b>				<b>\$13,676.95</b>

**Exhibit B. Rates and Not-to-Exceed Costs  
2015 Air Compliance Services  
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

<b>Table B.1: Routine Services</b>				
<b>Personnel</b>	<b>Unit Price</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	24	\$4,320.00
Project Manager 2	\$160.00	hours	6	\$960.00
Staff Professional 2 (Engineer)	\$100.00	hours	24	\$2,400.00
Secretarial/Clerical	\$60.00	hours	2	\$120.00
<b>Expenses</b>				
Telephone/Fax/Postage	\$50.50	lump sum	1	\$50.50
Reproduction	\$400.00	lump sum	1	\$400.00
Hourly Computer Fee	\$3.50	per hour	56	\$196.00
<b>Subtotal</b>				
Air Quality Services, Inc.	\$135.00	hours	24	\$3,240.00
Subtotal less Gross Receipt Tax City of Albuquerque Gross Receipts Tax Rate 0.0000% New Mexico Business Gross Receipts Tax Rate 6.125% Subtotal less Non-Routine Services				
<b>TOTAL (B.1)</b>				<b>\$15,580.00</b>

<b>Table B.2: Non-Routine Services</b>						
<b>Service</b>	<b>Unit Price</b>	<b>Units</b>	<b>Quantity</b>	<b>Frequency</b>	<b>By</b>	<b>Extended Cost</b>
Wellfield Readings (twice/month)*	\$2,730.00	lump sum	1	12		\$32,760.00
Quarterly Maintenance (blower flare station)	\$602.00	lump sum	1	4		\$2,408.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	1		\$0.00
Surface Emissions Monitoring (SEM)	\$1,138.00	lump sum	1	4		\$4,552.00
Reporting (O&M, SEM, SSMs)	\$1,815.00	lump sum	1	12		\$21,780.00
Subtotal less Gross Receipt Tax City of Albuquerque Gross Receipts Tax Rate 0.0000% New Mexico Business Gross Receipts Tax Rate 6.125% Subtotal less Non-Routine Services						
*Alternate for reading wellfield once a month would reduce unit rate by \$1,500 month to an annual cost of \$14,760 and						
<b>Non-Routine Services (Subtotal and charges plus State/Emergency)</b>						
<b>Non-Routine/Emergency Services</b>	<b>\$25,000.00</b>	<b>lump sum</b>	<b>1</b>	<b>1</b>		<b>\$25,000.00</b>
Subtotal less Gross Receipt Tax City of Albuquerque Gross Receipts Tax Rate 0.0000% New Mexico Business Gross Receipts Tax Rate 6.125% Subtotal less Non-Routine Services						
<b>TOTAL (B.2)</b>						<b>\$81,500.00</b>

**NOTES:**

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

<b>GRAND TOTAL</b>	<b>\$15,580.00</b>
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## SCS ENGINEERS

### FEE SCHEDULE

(Effective February 1, 2015 through January 31, 2016)

<b>Management/Support Personnel</b>	<b>Rate (\$)/Hour</b>
Secretarial .....	60
Project Administrator .....	68
Field Data Analyst .....	75
Senior Project Administrator/Staff Professional 1 (Geologist) .....	80
CAD Draftsperson/Office Services Manager .....	85
Project Coordinator/Project Professional (Geologist) .....	95
Staff Professional 2 (Engineer) .....	100
CAD Designer .....	108
Project Professional (Engineer) .....	115
H&S Specialist .....	126
CQA Manager .....	135
Sr. H&S Advisor .....	152
Controls Specialist .....	140
Sr. Project Advisor/Controls Engineer .....	140
Senior Project Professional .....	135
Field Services Senior Project Professional/Project Manager 1 .....	155
Control and Instrument Engineer/Project Manager 2 .....	160
Field Compliance Auditor .....	162
System Integrator .....	180
Project Manager H&S/Compliance Managers .....	180
Project Director .....	180
Project Director II .....	185
Sr. Project Manager .....	185
Office Director/Field Services Regional Manager .....	200
<b>SCS Field Services - Technical Field Personnel</b>	
Laborer .....	58
Fusion Technician .....	62
Technician .....	80
Foreman .....	78
Senior Technician .....	85
Equipment Operator .....	86
Plant Operator .....	90
Mechanic .....	95
Superintendent .....	98
Field Network Specialist .....	122
Senior Superintendent .....	135
Field Compliance Officer .....	147

### General Terms

1. Labor rates are in effect until January 31, 2016. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.57 per mile. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles.)
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Computer time will be invoiced at \$3.50 per billable hour (non-field work).
5. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
6. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
7. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

**FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS**  
 (Effective February 1, 2015 through January 31, 2016)

	<b>Rate (\$)</b>
GEM 5000 Gas Analyzer:	
• Daily Rate .....	185/day
• Weekly Rate .....	555/week
• Monthly Rate .....	1,665/month
H <sub>2</sub> S Gas Pod.....	10/day
SEM 500/TVA 1000 Emissions Monitor:	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
Q Rae Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/Combustibles.....	50/day
Micro Max Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/CO/COI Combustibles .....	50/day
M-40 Gas Analyzer O <sub>2</sub> /H <sub>2</sub> S/Combustibles.....	50/day
Magnehelic Pressure Set.....	20/day
Kurz Air Velocity Meter.....	35/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump .....	15/each
Metal Bellows Vacuum Pump .....	35/day
Bar Punch:	
• Daily Rate .....	10/day
• Weekly Rate.....	30/week
• Monthly Rate .....	90/month
Fisher M95 Metal Detector.....	30/day
Dewatering Pump (Trash Pump) .....	45/day
TVA-1000 Flame Ionization Detector:	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
MiniRae 2000 PID:	
• Daily Rate .....	150/day
• Weekly Rate.....	500/week
• Monthly Rate .....	1,500/month

**Rate (\$)**

**Air Sampling Station:**

- Daily Rate .....50/day
- Weekly Rate.....200/week

**Transit:**

- Daily Rate .....15/day
- Weekly Rate.....75/week
- Monthly Rate .....250/month

**Level:**

- Daily Rate .....15/day
- Weekly Rate.....65/week
- Monthly Rate .....195/month

**Pipe Laser:**

- Daily Rate .....50/day
- Weekly Rate.....220/week
- Monthly Rate .....650/month

Water Trailer .....	75/day
PAS 3000 Personal Air Sampling Pump .....	25/day
Tedlar Bag (10-Liter) .....	40/each
Non-Contaminating Air Sampling Pump.....	25/day
Interface Probe .....	50/day

**Submersible Pump:**

- Daily Rate .....50/day
- Weekly Rate.....150/week
- Monthly Rate .....450/month

**Water Level Indicator:**

- Daily Rate .....20/day
- Weekly Rate.....60/week
- Monthly Rate .....180/month

**100-Foot Temperature Probe:**

- Daily Rate .....15/day
- Weekly Rate.....45/week
- Monthly Rate .....135/month

	Rate (\$)
Teflon Well Bailer .....	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck .....	144/day

No. 12 P.E. Fusion Machine (1"-2"):

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate .....80/day
- Weekly Rate..... 240/week
- Monthly Rate ..... 720/month

No. 28 P.E. Fusion Machine (2"-8").....	150/day
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412 P.E. Fusion Machine (4"-12"):

- Daily Rate .....225/day
- Weekly Rate..... 675/week
- Monthly Rate ..... 2,025/month

618 P.E. Fusion Machine and Tool Truck .....	400/day
Trackstar 500 Fusion Machine.....	425/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor .....	60/day
Arc Welder.....	75/day
Generator (3,500- Watt).....	45/day
Generator (5,000- Watt).....	60/day

Generator (6,000- Watt):

- Daily Rate .....65/day

Generator (8,000 Watt):

- Daily Rate .....75/day
- Weekly Rate..... 225/week

Isolation Pinch-off Tools:

- Daily Rate .....25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

	Rate (\$)
Leister Extrusion Welding Gun .....	120/day
Plate Compactor .....	75/day

4-Wheeler (ATV):

- Daily Rate .....50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate .....100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Cub Cadet:

- Daily Rate .....175/day
- Weekly Rate..... 525/week
- Monthly Rate ..... 1,575/month

Chain Saw:

- Daily Rate .....10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

Friatec Electrofusion Machine:

- Daily Rate .....100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

Horiba Water Quality Meter:

- Daily Rate .....40/day
- Weekly Rate..... 120/week
- Monthly Rate ..... 360/month

Hydrogen Sulfide Meter:

- Daily Rate .....100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

**Rate (\$)**

**Infrared Thermometer:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Micropurge Flow Cell (Groundwater):**

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

**Oilless Compressor and Control Box (Groundwater):**

- Daily Rate ..... 75/day
- Weekly Rate..... 225/week
- Monthly Rate ..... 675/month

**Earth/Resistance Tester:**

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

**Pitot Tube and Gauges:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Pressure Washer:**

- Daily Rate ..... 50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 300/month

**Squeeze Tool:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Turbidity Meter/Conductivity Meter:**

- Daily Rate ..... 25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month

	Rate (\$)
<b>Vacuum Air Pump:</b>	
• Daily Rate .....	100/day
• Weekly Rate.....	300/week
• Monthly Rate .....	900/month
<b>Video Camera System.....</b>	200/day
<b>Weed Trimmer</b>	
• Daily Rate .....	25/day
• Weekly Rate.....	75/week
• Monthly Rate .....	225/month
<b>Safety Equipment:</b>	
• Tyvek Suit (each) .....	15/each
• Polyethylene suit (each).....	20/each
• Nitrile gloves (per pair).....	15/each
• PVC Gloves (per pair) .....	15/each
• Rubber booties (per pair) .....	15/each
• Organic Vapor Cartridges (per pair) .....	20/each
• Organic Vapor/Acid Cartridges (per pair) .....	25/each
• Cartridges pre-filters (per pair) .....	15/each
• Half face respirator (each) .....	20/day
• Full face respirator (each) .....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness.....	10/day
• Tripod:	
- Daily Rate .....	35/day
- Weekly Rate.....	105/week
- Monthly Rate .....	315/month
• SCBA .....	55/day

#### General Terms

1. Rates are in effect until January 31, 2016. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.

3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.
4. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
5. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
6. The cost of equipment owned by SCS Field Services will not be subject to administrative markup.

**ATTACHMENT**

**Professional Services Agreement - Amendment No. 1**

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering, Operation and Maintenance Services - 2014)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated January 16, 2014 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and SCS Engineers (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '14/17/P).

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services, is hereby amended to include additional non-routine services, as contemplated in the Scope of Work of the Agreement. The non-routine services to be performed pursuant to this Amendment No. 1 consist of reinstallation of the landfill gas wellhead near the leachate cleanout in Cell 4B. The services are further described in Exhibit A to this Amendment No. 1, which is attached hereto and incorporated by reference into the

Agreement. Article 1 is amended to read in its entirety:

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A and set forth in Exhibit A to Amendment No. 1.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Eight Thousand Nine Hundred Dollars and No Cents (\$8,900.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed One Hundred Thirty Five Thousand Six Hundred Dollars and No Cents (\$135,600.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$126,700.00
AMENDMENT NO. 1	\$8,900.00
CONTRACT TO DATE	\$135,600.00

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/ statements shall be rendered not more than once each month. Compensation shall be paid only for services actually performed.

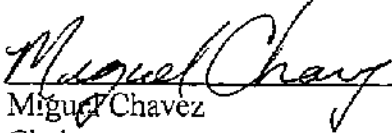
3. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the

Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

  
Miguel Chavez  
Chairperson


8/21/14  
Date:

ATTEST:

  
Geraldine Salazar  
County Clerk

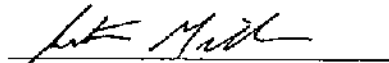
9-8-2014

CONTRACTOR:

  
Kevin Yard, P.E., BCEE  
Vice President  
SCS Engineers

8/25/14  
Date:

APPROVED AS TO FORM:

  
Justin W. Miller  
Agency Attorney

8/21/14  
Date:

**EXHIBIT A**

SCS Engineers

Scope of Work  
for  
Amendment No. 1

Engineering, Operation and Maintenance Services  
(Non-Routine Services)

for  
Caja del Rio Landfill  
Landfill Gas Collection System

RFP No. '14/17/P

## **SCS FIELD SERVICES**

August 8, 2014  
Project No. 90000001.07

Mr. Randall Kippenbrock, Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506

Re: Proposed Scope and Fee to Install an Extraction Lateral and Wellhead for Cell 4 Utilizing the Leachate Cleanout at the Caja del Rio Landfill

Dear Mr. Kippenbrock:

SCS Field Services (SCS-FS) is pleased to present this proposed scope, schedule, cost, and fee schedule for the installation of an extraction lateral and wellhead for Caja del Rio Landfill's Cell 4B (utilizing the west side leachate cleanout). This proposed work will be Task 7 under the present contract.

### **SCOPE OF WORK**

SCS-FS will install an extraction lateral line from the existing eight (8) inch leachate cleanout located on the west side of the landfill. This cleanout is believed to be part of Cell 4's leachate collection system. The purpose of installing an extraction lateral at this location is to extract any landfill gas (LFG) that may be generated from Cell 4's waste.

SCS-FS will connect a four (4) inch lateral line from the referenced leachate cleanout to the vacuum side of EW-3B2. The estimated distance from the cleanout to EW-3B2 is approximately 700 feet. A branch saddle will be installed at the cleanout. A blind flange will be placed at the leachate cleanout. Once the branch saddle has been connected, the four-inch lateral HDPE pipe will be connected and installed along the toe of the slope of the landfill on the west side of Cell 4B. The lateral will then proceed up the slope to EW-3B2 which is located on the top deck of Cell 3.

The lateral will be placed so that it will drain toward the cleanout. In addition, the lateral will be secured in-place using rebar along the side of the pipe. Once the lateral has been placed near EW-3B2, a tie-in to the vacuum side of the well will be constructed, and a wellhead will be placed at this location. It is intended that the wellhead from the leachate riser located on the east side of the landfill will be relocated to this new extraction point.

### **SCHEDULE AND FEE**

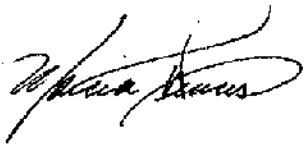
SCS-FS estimates that the work will take approximately two days to complete. The HDPE pipe will be shipped to the landfill via a semi-truck and it is assumed that the landfill will use their equipment to off-load the pipe at strategic locations along the proposed lateral route. It is also

assumed that the Agency will provide a laborer to assist SCS and its contractors in placing the pipe. As discussed previously, we assume that the Agency will supply a 10kW generator to assist in fusing the HDPE pipe.

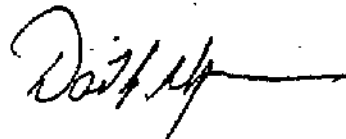
SCS-FS proposes to perform this work September 2 and 3, 2014. The proposed fee is approximately \$8,900.00 not-to-exceed based on time-and-materials. This amount includes New Mexico Gross Receipts Tax (NMGRT).

We look forward to performing this work for SFSWMA. Please do not hesitate to contact either of the undersigned with any questions.

Sincerely,



Marcia Pincus, P.E.  
Project Manager  
**SCS FIELD SERVICES**



David J. Mezzacappa, P.E.  
Vice President  
**SCS ENGINEERS**

MP/DM

cc: Randy Watkins, SFSWMA  
Ron Wilks, SCS-FS  
Kathlene Ewing, SCS-FS

**ATTACHMENT**

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering, Operation and Maintenance Services - 2014)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SCS Engineers (the "Contractor") for engineering, operation and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '14/17/P) 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 professional services subject to this Agreement are set forth in the Scope of Work 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 Twenty-Six Thousand Seven Hundred Dollars and No Cents (\$126,700.00).

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

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

D. Detailed statements containing reimbursement expenses 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 January 16, 2015, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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 and approved by the Joint Powers Board.

6. TERMINATION

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.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional 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 professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$2,000,000 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 \$2,000,000 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 Work 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


Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, 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: Kevin D. Yard, P.E., BCEE  
Vice President  
SCS Engineers  
1901 Central Drive  
Bedford, TX 76021

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

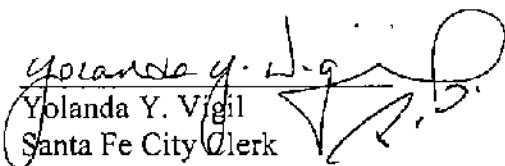


Peter Ives  
Chairperson

1-16-14

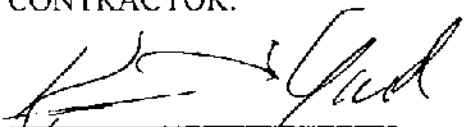
Date:

ATTEST:



Yolanda Y. Vigil  
Santa Fe City Clerk

CONTRACTOR:

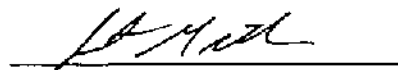


Kevin D. Yard, P.E., BCEE  
Vice President  
SCS Engineers

1/20/14

Date:

APPROVED AS TO FORM:



Justin W. Miller  
Agency Attorney

1/16/14

Date:

**EXHIBIT A**

**SCS Enginners**

**Scope of Work**  
**for**  
**Engineering, Operation and Maintenace**  
**for the**  
**Landfill Gas Collection System**  
**at**  
**Caja del Rio Landfill**

**RFP No. '14/17/P**

## SCS ENGINEERS

January 3, 2014  
SCS Proposal No. 160189213

Mr. Randall Kippenbrock, Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506

Re: Proposed Scope and Fee  
Santa Fe Solid Waste Management Agency RFP # '14/17/P  
Engineering, Operation and Maintenance Services for Caja Del Rio Landfill Gas  
Collection System at the Caja Del Rio Landfill, Santa Fe, New Mexico

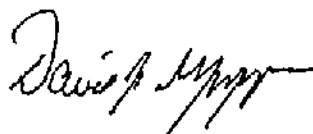
Dear Randall:

In response to your letter of December 26, 2013, SCS Engineers is pleased to present this proposed scope, schedule, cost, and fee schedule for RFP # '14/17/P. These proposal documents have been prepared based on communications with the Santa Fe Solid Waste Management Agency (SFSWMA) and conform to the proposal provided to you December 17, 2013. We have organized the documents as follows for insertion into your standard contract form:

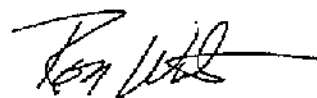
Exhibit A – Scope and Schedule;  
Exhibit B – Rates and Not-to-Exceed Fees; and  
Exhibit C – Fee Schedule.

We very much appreciate the opportunity to continue providing the engineering and the O&M services to SFSWMA. Please do not hesitate to contact us with any questions.

Sincerely,



David J. Mezzacappa, P.E.  
Vice President  
**SCS ENGINEERS**



Ron Wilks  
Vice President  
**SCS FIELD SERVICES**

cc: Marcia Pincus, P.E.

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK  
ENGINEERING, OPERATION, AND MAINTENANCE SERVICES FOR THE CAJA DEL  
RIO LANDFILL GAS COLLECTION SYSTEM  
AT THE CAJA DEL RIO LANDFILL**

**Project and Brief Landfill Description**

The Caja del Rio Landfill (Landfill), owned and operated by the Santa Fe Solid Waste Management Agency (SFSWMA), was opened in 1997 and occupies an area of approximately 430 acres. The Landfill contains a leachate evaporation pond, effluent storage pond, and approximately 78 acres permitted through the New Mexico Environment Department for disposal of solid waste.

The facility has five permanent structures – administrative offices, scalehouse, maintenance building, storage building and pump house. SFSWMA also owns approximately 200 acres of land adjoining and to the west of the permitted Landfill. The landfill is currently undergoing a permit renewal and expansion (not yet approved).

This scope of services is to provide SFSWMA engineering, operation and maintenance services as set forth in the Request for Proposal (RFP #’14/17/P), Engineering, Operation, and Maintenance Services for the Caja Del Rio Landfill Gas Collection System at the Caja Del Rio Landfill (Landfill). This grouping of services, is somewhat diverse, consisting of engineering services encompassing the Landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; support for the expansion of gas collection and control system (GCCS); support regarding Title V renewal of the air permit; and operation and maintenance services (both routine and non-routine) for the GCCS.

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated December 17, 2013, and discussions with SFSWMA, SCS proposes to break down the work for this project into the following tasks:

- Task 1 – Air Related Reporting;
- Task 2 – Title V Permit Renewal (future task for 2015);
- Task 3 – Design and Bid Support Services for the Expansion of the GCCS (future task for 2015);
- Task 4 – On-Call Services Task;
- Task 5 – O&M Routine and Non-Routine Services; and
- Task 6 – Cell 4A Conversion (by April 2014).

A detailed scope of work for each task is provided below.

## **SCOPE OF WORK**

### **Task 1 – Air Related Reporting**

#### **Subtask - NSPS, SSM, and Title V Reporting**

Task 1 includes services in calendar year 2014 related to required New Source Performance Standards (NSPS), Startup, Shutdown and Malfunction (SSM), and Title V reporting. This includes one reporting event in April 2014 and one in October 2014.

The Title V reports certify that the Landfill is in compliance with all air-related requirements. Title V reporting requires reporting of compliance deviations semi-annually (if any deviations occurred) and certification of overall compliance with all air-related requirements annually. For this Task, SCS will prepare the Title V reports. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports.

The rule requiring the SSM Plan requires that semi-annual report filings be submitted detailing many aspects of the GCCS' operation. The required SSM report consists of a summary of SSM events, which will be determined from the SSM forms that the GCCS operator will be required to prepare. NSPS reporting is more involved and requires documentation of the following per 40 CFR §60.757(f): all GCCS wellfield exceedances, a summary of quarterly surface scans, documentation of any gas system expansions conducted during the reporting period, a summary of gas system downtime in excess of five days, and any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and SSM report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will transmit these reports to SFSWMA for NMED submittal or submit them on SFSWMA's behalf. To simplify reporting, SCS will combine these reports into one submittal to NMED.

***Deliverables:** Up to 2 draft copies of each draft NSPS, SSM, and Title V Report for SFSWMA review along with pertinent signature pages; up to 6 final copies for SFSWMA's records. In addition, all deliverables will be provided electronically in PDF format.*

#### **Subtask - Prepare New Mexico Emissions Inventory Reporting**

SCS will prepare the calendar year 2013 emissions inventory for the Landfill. This inventory, which will be filed online, is scheduled to be submitted by April 1, 2014. In preparation for this task, SCS will prepare a list of needed information. This list will include everything SCS needs to calculate 2013 emissions, such as 2013 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with NMED, GHG calculations performed as part of this task will be reported to NMED if they require them, since NMED accepts the EPA-mandated calculations for these values.

To report these emissions, SCS will utilize the online format required by NMED, referred to as the NMED Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittal to NMED as the certifier. A copy of the emission spreadsheets will be provided to SFSWMA and NMED, as was done in the previous year.

This task will also include any assistance with fee forms sent to SFSWMA from NMED. These forms typically require that emissions totals be listed from which fees are determined. SFSWMA typically sends these forms to SCS upon receipt from NMED, and SCS completes them with the calculated emissions totals for SFSWMA's remittance to NMED. Please note that the fees themselves are not included in this proposal.

***Deliverables:** PDF file of the emissions calculations.*

#### **Subtask - Federal Greenhouse Gas (GHG) Emissions Reporting Services**

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2013 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2014. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from the State of New Mexico emissions reporting requirements (although for GHG emissions, the NMED accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2013 including waste intake values, and for the GCCS, landfill gas flows and methane content. We typically obtain much of this throughout the year. This information gathering will be similar to the normal emissions inventory process, but will be much more detailed and documented for SFSWMA's files. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for the SFSWMA's files prior to entering the information into the EPA-required reporting format. Upon entering the required information into the online reporting system, SCS will work with the Landfill's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum for your files including backup calculation spreadsheets and pertinent assumptions.

***Deliverables:** Electronic copies will be provided of all GHG emissions calculations for SFSWMA files along with printouts of EPA reporting forms. All deliverables prepared in MS-Word or Excel will also be provided electronically via PDF.*

## **Task 2 – Title V Permit Renewal**

Consistent with prior years and current NMED regulations, this task will include necessary permitting service required during the contract period to renew the landfill's Title V permit and for services required related to the pending 20-year permit renewal/landfill expansion. The next Title V permit renewal will be due February 15, 2016. For this task, SCS will work closely with Air Quality Services, Inc. (AQS), based in Santa Fe.

As an initial task for this work, SCS will prepare a list of needed information from SFSWMA. This information needs list will include everything SCS needs to prepare the renewal application. SCS will prepare the application to renew the Title V permit. This renewal application will contain NMED's universal application parts one, two, and three. During preparation of the application, SCS will work with SFSWMA to verify the different emission sources that must be included, and to update this information where these sources might differ from what is currently permitted. Certification renewals for Title V permits do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, as you require.

In addition to the above scope of work, this task will cover the following services after the submittal of the Title V renewal application to NMED. Follow-up services will include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

If any of these services are required, SCS will prepare a separate proposal for your consideration.

*Deliverables: Electronic copies will be provided of all application components for SFSWMA files along with printouts (up to 6 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.*

## **Task 3 - Design and Bid Support Services for the Expansion of the GCCS**

Federal NSPS Rules will require at least one GCCS expansion during the contract period (following Cell 4B reaching an adequate interim grade).

This task includes the preparation of plans and specifications for the expansion phase of GCCS construction at the Landfill. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and likely include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- General Layout Plan;
- Well and Pipe Details;
- Condensate Management Details; and
- Survey Control.

If surveying is necessary to verify on-site elevations for use in the preparation of construction plans, Morris Surveying would be utilized by SCS in this task.

As part of the overall construction documents, SCS will also develop technical specifications. Technical specifications will include at minimum the following:

- Surveying;
- LFG well installation (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe and fittings (including materials, installation, and testing);
- Valving; and
- Pumps (if required for a new sump).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of probable cost of construction. SCS will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

In addition to the preparation of plans and specifications, SCS will provide bidding support services to SFSWMA and construction quality assurance support during construction. Bid-related services provided by SCS will include:

- Preparation of bid document package for the SFSWMA;
- Reproduce bid documents as requested by SFSWMA and distribute via e-mail to contractors;
- Attendance by SCS at a pre-bid conference for the project;
- Technical support to procurement to respond to written comments and questions from bidders;
- Review of contractor qualifications as compared to pre-qualification requirements in bid documents; and
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

SCS will also provide construction quality assurance (CQA) services. CQA-related services include the following:

- Observe well drilling. SCS can be on-site during well drilling to log the wells noting any proposed relocation due to obstructions, liquid levels, etc.;
- Observe perimeter header pipe construction;
- Assist SFSWMA in evaluating contractor change order requests (if any);
- Reviewing contractor's applications for payment;
- Telephone calls among the SCS project manager, the contractor, and on-site personnel to answer questions and resolve issues;
- Coordinate interpretations of plans and specifications;
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded;
- Observe and document damage to installed materials and notify appropriate individuals to initiate corrective action;
- Maintain files for correspondence, reports, photographs, requests for information or clarification, and other construction project related documentation;
- Conduct a walk-through of the project at substantial completion and provide a punch-list for completion;
- Attend the pre-construction meeting and progress meetings and prepare and distribute meeting minutes; and
- Participate in the final review of the LFG collection system components with respect to their overall integrity and ability to perform as designed.

Upon completion of the project, SCS will prepare and submit a construction report that will include meeting minutes, daily reports, boring logs, record drawings, photographs, and data. The services of Morris Surveying may also be utilized in this task for any surveying needed that is not being performed by the subcontractor.

*Deliverables: Electronic copies will be provided of all construction plans and specifications, engineer's estimate, and construction documentation report for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.*

#### **Task 4 – On-Call Services Subtask**

Since the RFP listed that other related engineering services may also be needed, an allowance task is recommended and included here for consideration. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the period of service for this work.

Related services could range from general assistance with revisions that might be needed to reporting or plans during the year to coordination between SFSWMA and the GCCS' operator, or coordination with NMED or EPA. Additional air support services or permitting needed as part of the pending landfill permit renewal/expansion can also be included in this task. The fees under this

task will be adjusted/augmented as necessary depending on the tasks required. However, an initial amount has been included.

*Deliverables: Although the tasks to be covered under on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.*

## **Task 5 – O&M Routine and Non-Routine Services**

### **Routine Services – Twice a Month Basis**

As required by the Scope of Services, the wellfield be will monitored on a twice-monthly basis. Based on this requirement, SCS proposes that the first reading of the month occur during the first week of the month and that the second reading occur approximately 15 days after the first wellfield monitoring event (or prior to 15 days if there is a NSPS parameter exceedance for an extraction well). During these visits, routine services for the wellfield will involve:

- Monitoring and adjusting the 15 extraction wells so that they meet NSPS parameter requirements for temperature, oxygen, and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec Gem 2000 or 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with New Source Performance Standards (NSPS) guidelines. Initial reading and adjusted readings, for each well and the Blower Flare Station (BFS), will be stored in the GEM 2000/5000 for future upload to an electronic data file.

If extraction wells do not adhere to NSPS parameters (less than 131 °F, less than 5 percent oxygen, less than zero pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS requirement stipulating that some corrective action is made on non-compliant wells within 5 days of an NSPS exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS parameter(s), a 15-day reading will not be required; however, if corrective action does not immediately correct the NSPS exceedances(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. This 15 day reading will be coordinated with the second wellfield routine service event.

SCS will record at the BFS all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made.
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made.
- Vacuum pressures and discharge pressure of the blower.
- Blower hours, amps, vibration, and hertz.
- Arrestor and knockout port differential pressures.
- Flare flow and total flow prior to and after wellfield adjustments have been made.
- Blower operating the GCCS at the time of the visit.
- Other pertinent data required to maintain good operating conditions for the BFS, and as required by the manufacturer.

On a semi-monthly basis, SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping.
- Unusual noise/vibrations/functions.
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services, as recommended by John Zink for the flare, blower, and associated equipment, will also be performed. Maintenance for the BFS will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer.
- Periodic switching of the blowers (monthly basis).
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise).
- Checking that the continuous recorder is functioning properly (semi-monthly basis).
- Recording propane tank levels and advising landfill staff of levels (semi-monthly basis).
- Proper functioning of the Variable Frequency Drive (VFD) (monthly basis).
- Proper functioning of the control panel and electronics (monthly basis).
- Other maintenance items as required by the John Zink O&M Manual for BFS (time interval varies by equipment and manufacturer).
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis).
- Flame arrestor cleaning (typically annually or as required by manufacturer as increase in differential pressure).
- Thermocouple testing (quarterly or as required by manufacturer) and cleaning, as required.
- UV scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary.
- Igniter's inspection (quarterly or as required by manufacturer) and cleaning, as required.
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement

or repair of the equipment, SCS will advise SFSWMA of problems and discuss requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repair performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SWSWMA and their designated agents. All collected data collected from the wellfield, BFS, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the 15th day of the following month. All SSMs that occurred during the month will be noted on appropriate SSM Forms, and will be included in the monthly report submitted to SFSWMA.

SCS's approach to providing routine services is to collect data pertaining to the BFS prior to making wellfield adjustments. This allows field staff to determine if the BFS is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the BFS is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS compliance issues. One example involves higher than normal vacuum from the BFS. Wells would be "overpulled" as a result of this higher vacuum. If this condition ("overpulling") is not immediately identified and investigated, the NSPS parameter for oxygen could be exceeded at a number of the wells. The disadvantage of this approach is could be more time spent at the site if there are no problems at the BFS, but this time would be offset if there were problems at the BFS and they were not taken care of prior to wellfield adjustments.

After the BFS is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed HDPE piping.

SCS will plan to do wellfield tuning and adjustments during the morning hours. We have found that most extraction wells in southwest arid regions show compliance with NSPS parameters during this early period of the day. We feel this timing of the wellfield readings is advantageous because it is the best time to ascertain the efficiency of the wellfield. SCS believes there is no disadvantage to performing the readings during this time of day and actually allows us the remainder of the day to perform maintenance and repair of equipment, if needed.

Once the wellfield is read, the technician will then return to the BFS and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the BFS, they will then perform maintenance for the month or quarter that is required for specific equipment. On a

monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

#### **Routine Services - Once a Month Basis (Optional)**

As mentioned in our proposal, SCS-FS believes that the wellfield can be monitored on a monthly basis instead of twice a month. If so desired by SFSWMA, SCS would visit the wellfield once a month and tune/adjust the wellfield. Any exceedances that may occur during the monthly wellfield visit our technician will be attempt to correct the exceedance. If the exceedance cannot be corrected during the monthly visit, our technician will return to the wellfield within or on the 15th day of the exceedance and will be attempted to resolve the exceedance again. We have found in the past that we have been successful in resolving exceedances within the 15 day period.

During the monthly visit all BFS and wellfield parameters mentioned above will be performed/obtained. Any non-routine services that can be scheduled will also be performed during this monthly visit – if possible to perform within the period allotted.

#### **Liquid Level Measurements (Optional)**

Additional routine services for consideration by SFSWMA, involve obtaining liquid level measurements in the extraction wells to determine if condensate/fluids are blocking well perforations. The purpose of obtaining these measurements is to ensure good gas flow and quality in each extraction well. SCS recommends that this routine service be performed on an annual basis. In order for SCS to complete this work, we would disconnect the wellhead from the lateral and use a water level meter to find any fluids in the extraction well. A table of well depths, depths to fluids, top of casing, and other pertinent data will be documented and provided to SFSWMA for their records. Any fluids found in the well that are a concern to SCS will be discussed with SFSWMA and recommendations to SFSWMA on how to handle these fluids will be advised.

#### **Surface Emissions Monitoring**

An additional item for consideration by SFSWMA is quarterly surface emissions monitoring (SEM). SCS can perform these events using a TVA-1000A flame detector. The technician will walk the entire area of the landfill that is subject to NSPS regulations (basically, where landfill materials are 5 years in age—in the area where extraction wells are located), at 30-meter spacing in a grid pattern. The TVA-1000A would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated in 30 days. SCS would perform this service during one of the semi-monthly wellfield tuning/adjustment events. After the 30-day re-check and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface

emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

### **Non-Routine Services**

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells on line. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visit to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will be performed by Secor and/or SCS field technician. SCS will contact Secor, if used, about any repair/replacement issues and obtain a scope of work and estimated costs for the work. SFSWMA will be provided this information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will oversee the work performed by Secor, if used for the repair. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs at a minimum.

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, staff from our Albuquerque office can respond to these emergencies 7 days a week.

During an emergency event, the Project Manager and/or other Albuquerque staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA,

describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

## **Task 6 - Cell 4B Conversion**

For the Landfill, NSPS rules require that gas collection be conducted in waste which has been in place 5 years or longer if not at final grade. Cell 4B will contain waste that has been in place for 5 years as of April 2014. In order to comply with this "5-year" requirement, and based upon discussions with SCS' compliance engineers, it is proposed that the leachate cleanout for Cell 4B be fitted to also serve as a gas extraction point. This conversion would consist of tying the existing gas extraction system header to the riser with the use of a lateral. In addition, a wellhead similar to the existing wellheads at the gas extraction wells will be placed on the leachate riser. The gas from the riser will be controlled by the wellhead.

For this task, SCS Field Services will provide the construction services to convert Cells' 4B leachate cleanout to a gas extraction well. CQA-related services will include, but not limited to, the following:

- Observe the construction of the conversion of the leachate cleanout.
- Document construction activities and significant events (including weather delays) on a daily basis.
- Maintain files for correspondence, reports, photographs, requests for information or clarification, and other construction project related documentation.
- Significant changes in quantity, time, or cost will be recorded.
- Attend the any construction meetings and prepare and distribute meeting minutes.
- Upon completion of the project SCS can also prepare and submit a short construction report that will include all pertinent information.
- Work with Morris Surveying to provide an updated wellfield map to be included in NSPS documentation.

## **Schedule**

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Annual NSPS, SSM, and Title V Reporting is shown as being completed around the previously set reporting dates of April 30<sup>th</sup> and October 30<sup>st</sup>.

Federal Greenhouse Gas (GHG) Emissions Reporting Services shows the work beginning in January 2014. Data will be collected, processed, and emissions calculation prepared. In March 2014, the emissions results will be entered into e-GGRT for final reporting to EPA.

Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2014, which is the current deadline for this reporting that has been set by NMED.

The schedule for the Renewal of the Title V Permit (Task 2) and Expansion of the GCCS (Task 3) will likely be established in 2015 based on discussions with the Agency and is not shown in this schedule (which only covers items in year "2014" of our contract (encompassing February 1, 2014 through January 21, 2015)).

Task 4 – On-Call Services may take place at any time per the Agency's needs and is represented as such.

Task 5 (various routine O&M services) will occur on a regular schedule with routine services for the wellfield twice monthly, liquid level measurements once annuals, and surface emissions monitoring quarterly. Non-routine services will be dependent on ongoing circumstances and, as reflected in the schedule, may be needed at any time.

The work to tie-in the leachate infrastructure of Cell 4B (Task 6) will commence no later than March 2014 so that it is completed by April 2014.

**EXHIBIT A - PROJECT SCHEDULE**  
**2014 AIR COMPLIANCE SERVICES FOR THE**  
**CAJA DEL RIO LANDFILL**

Task	Date											
	2014						2015					
	F	M	A	M	J	J	A	S	O	N	D	J
1 - Annual NSPS, SSM, and Title V Reporting, NM Emission Inventory, & GHG Reporting												
2 - Title V Permit Renewal												
3 - GCCS Expansion Design and Bid Support Services												
4 - On-Call Services												
5 - O&M Routine Services												
5 - O&M Liquid Level Measurements												
5 - O&M Surface Emissions Monitoring												
5 - O&M Non-Routine Services												
6 - Cell 4A Conversion												

<== Prepare NSPS/SSM/TV Reports by April 30 and October 30, 2014. Prepare NM Emissions Inventory and GHG Emissions by March 31, 2014.

<== Schedule to be established in 2015.

<== Schedule to be established in 2015.

<== Perform additional services tasks as needed throughout the project period.

<== Perform twice a month

**Exhibit B. Rates and Not-to-Exceed Costs  
2014 Engineering, Operation and Maintenance Services  
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

<b>Task 1 - NSPS, SSM and Title V Reporting</b>				
<b>Personnel</b>	<b>Unit/Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	20	\$3,600.00
Project Manager 2	\$160.00	hours	12	\$1,920.00
CAD Designer	\$108.00	hours	4	\$432.00
Staff Professional 2 (Engineer)	\$100.00	hours	98	\$9,800.00
Secretarial/Clerical	\$60.00	hours	14	\$840.00
<b>Expenses</b>				
Expenses (Telephone/Fax/Postage)	\$50.00	lump sum	3	\$150.00
Expenses (Reproduction)	\$128.69	lump sum	3	\$386.07
Expenses (Hourly Computer Fee)	\$3.60	per hour	148	\$518.00
<b>Subtotal Less Gross Receipts Tax</b>				<b>\$17,636.07</b>
<b>City of Albuquerque Gross Receipts Tax (Rate 7.000%)</b>				<b>\$1,234.33</b>
<b>Out-of-State Business Gross Receipts Tax (Rate 5.125%)</b>				<b>\$906.00</b>
<b>Subtotal Task 1</b>				<b>\$19,776.40</b>

**Task 2 - Title V Permit Renewal - Costs to be provided in 2015 prior to work (no work anticipated on this task in 2014).**

**Task 3 - Design and Bid Support Services for the Expansion of the GCSS - Costs to be provided in 2015 prior to work (no work anticipated on this task in 2014).**

<b>Task 4 - Off-Call Services</b>				
<b>Personnel</b>	<b>Unit/Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Director	\$180.00	hours	8	\$1,440.00
Project Manager 2	\$160.00	hours	6	\$960.00
Staff Professional 2 (Engineer)	\$100.00	hours	24	\$2,400.00
Secretarial/Clerical	\$60.00	hours	2	\$120.00
<b>Expenses</b>				
Telephone/Fax/Postage	\$50.02	lump sum	1	\$50.02
Reproduction	\$400.00	lump sum	1	\$400.00
Hourly Computer Fee	\$3.50	per hour	40	\$140.00
<b>Subcontractors</b>				
Air Quality Services, Inc.	\$126.50	hours	32	\$4,048.00
<b>Subtotal Less Gross Receipts Tax</b>				<b>\$9,558.02</b>
<b>City of Albuquerque Gross Receipts Tax (Rate 7.000%)</b>				<b>\$669.06</b>
<b>Out-of-State Business Gross Receipts Tax (Rate 5.125%)</b>				<b>\$492.00</b>
<b>Subtotal Task 4</b>				<b>\$10,719.08</b>

**Exhibit B. Rates and Not-to-Exceed Costs**  
**2014 Engineering, Operation and Maintenance Services**  
**Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

<b>Task 5 - O&amp;M Services</b>					
<b>Routine Services</b>	<b>Unit/Rate</b>	<b>Units</b>	<b>Quantity/mo</b>	<b>#/yr</b>	<b>Extended Cost</b>
Wellfield Readings (twice/month including monthly maintenance)*	\$2,730.00	lump sum	1	12	\$32,760.00
Quarterly Maintenance (blower flare station equipment; condensate sumps; wellheads)	\$602.00	lump sum	1	4	\$2,408.00
Liquid Level Measurements (LL)	\$533.00	lump sum	1	1	\$533.00
Surface Emissions Monitoring (SEM)	\$1,138.00	lump sum	1	4	\$4,552.00
Reporting (O&M, SEM, SSMs, LL)	\$1,815.00	lump sum	1	12	\$21,780.00
<b>Subtotal Less Gross Receipts Tax</b>					<b>\$62,033.00</b>
<b>City of Albuquerque Gross Receipts Tax Rate (7.000%)</b>					<b>\$4,342.21</b>
<b>Out-of-State Business Gross Receipts Tax Rate (5.125%)</b>					<b>\$3,177.88</b>
<b>Subtotal Task 5 - Routine Services</b>					<b>\$69,553.09</b>
*Alternate for reading wellfield once a month would reduce unit rate by \$1,500 month to an annual cost of \$14,760 and reduce Task 5 - Routine Services cost by \$18,000 to \$44,033.00. All costs excluded NM taxes.					
<b>Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)</b>					
	<b>Unit/Rate</b>	<b>Units</b>	<b>Quantity/mo</b>	<b>#/yr</b>	<b>Extended Cost</b>
Non-Routine/Emergency Services	\$20,000.00	lump sum	1	1	\$20,000.00
<b>Subtotal Less Gross Receipts Tax</b>					<b>\$20,000.00</b>
<b>City of Albuquerque Gross Receipts Tax Rate (7.000%)</b>					<b>\$1,400.00</b>
<b>Out-of-State Business Gross Receipts Tax Rate (5.125%)</b>					<b>\$1,025.00</b>
<b>Subtotal Task 5 - Non-Routine Services</b>					<b>\$22,425.00</b>
<b>Total Task 5 With NM Gross Receipts Tax</b>					<b>\$91,978.09</b>

**NOTES:**

Routine O&M Services are lump sum

Non-routine O&M services are based on time and materials NTE

<b>Task 6 - Cell 4A Conversion</b>				
<b>Personnel</b>	<b>Unit/Rate</b>	<b>Units</b>	<b>Quantity</b>	<b>Extended Cost</b>
Project Manager H&S	\$176.00	hours	4	\$704.00
CAD Designer	\$108.00	hours	4	\$432.00
Staff Professional 2 (Engineer)	\$100.00	hours	4	\$400.00
Project Administrator	\$68.00	hours	2	\$136.00
Technician (CQA Services)	\$76.00	hours	24	\$1,824.00
<b>Expenses</b>				
*SCS Construction Crew	\$12,000.00	lump sum	1	\$12,000.00
<b>Subtotal Less Gross Receipts Tax</b>				<b>\$15,496.00</b>
<b>City of Albuquerque Gross Receipts Tax Rate (7.000%)</b>				<b>\$1,084.72</b>
<b>Out-of-State Business Gross Receipts Tax Rate (5.125%)</b>				<b>\$794.61</b>
<b>Subtotal Task 6</b>				<b>\$17,375.33</b>

<b>TOTAL</b>	<b>\$126,700.00</b>
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## SCS ENGINEERS

### FEE SCHEDULE

(Effective February 1, 2014 through January 31, 2015)

Management/Support Personnel	Rate (\$)/Hour
Secretarial .....	60
Project Administrator .....	68
Field Data Analyst .....	75
Senior Project Administrator/Staff Professional 1 (Geologist) .....	80
CAD Draftsperson/Office Services Manager .....	85
Project Coordinator/Project Professional (Geologist) .....	95
Staff Professional 2 (Engineer) .....	100
CAD Designer .....	108
Project Professional (Engineer) .....	115
H&S Specialist .....	126
CQA Manager .....	135
Sr. H&S Advisor .....	152
Controls Specialist .....	140
Sr. Project Advisor/Controls Engineer .....	140
Senior Project Professional .....	135
Field Services Senior Project Professional/Project Manager 1 .....	155
Control and Instrument Engineer/Project Manager 2 .....	160
Field Compliance Auditor .....	162
System Integrator .....	180
Project Manager H&S/Compliance Managers .....	176
Project Director .....	180
Sr. Project Manager .....	185
Office Director/Field Services Regional Manager .....	195
<b>SCS Field Services - Technical Field Personnel</b>	
Laborer .....	58
Fusion Technician .....	62
Technician .....	76
Foreman .....	78
Senior Technician .....	85
Equipment Operator .....	86
Plant Operator .....	90
Mechanic .....	95
Superintendent .....	98
Field Network Specialist .....	122
Senior Superintendent .....	126
Field Compliance Officer .....	147

### **General Terms**

1. Labor rates are in effect until January 31, 2015. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.57 per mile. Trucks will be charged at \$18.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Computer time will be invoiced at \$3.50 per billable hour (non-field work).
5. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
6. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
7. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
10. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.



**FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS**  
 (Effective February 1, 2014 through January 31, 2015)

	<b>Rate (\$)</b>
<b>GEM 5000 Gas Analyzer:</b>	
• Daily Rate .....	185/day
• Weekly Rate .....	555/week
• Monthly Rate .....	1,665/month
<b>H<sub>2</sub>S Gas Pod.....</b>	<b>10/day</b>
<b>SEM 500/TVA 1000 Emissions Monitor:</b>	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
<b>Q Rae Gas Analyzer O<sub>2</sub>/H<sub>2</sub>S/CO/Combustibles .....</b>	<b>50/day</b>
<b>Micro Max Gas Analyzer O<sub>2</sub>/H<sub>2</sub>S/CO/COI Combustibles .....</b>	<b>50/day</b>
<b>M-40 Gas Analyzer O<sub>2</sub>/H<sub>2</sub>S/Combustibles.....</b>	<b>50/day</b>
<b>Magnehelic Pressure Set.....</b>	<b>20/day</b>
<b>Kurz Air Velocity Meter.....</b>	<b>35/day</b>
<b>Digital Readout Thermocouple.....</b>	<b>25/day</b>
<b>Dräger Detector Tubes/Pump .....</b>	<b>15/each</b>
<b>Metal Bellows Vacuum Pump .....</b>	<b>35/day</b>
<b>Bar Punch:</b>	
• Daily Rate .....	10/day
• Weekly Rate.....	30/week
• Monthly Rate .....	90/month
<b>Fisher M95 Metal Detector.....</b>	<b>30/day</b>
<b>Dewatering Pump (Trash Pump) .....</b>	<b>45/day</b>
<b>TVA-1000 Flame Ionization Detector:</b>	
• Daily Rate .....	185/day
• Weekly Rate.....	555/week
• Monthly Rate .....	1,665/month
<b>MiniRac 2000 PID:</b>	
• Daily Rate .....	150/day
• Weekly Rate.....	500/week
• Monthly Rate .....	1,500/month



	Rate (\$)
<b>Air Sampling Station:</b>	
• Daily Rate .....	50/day
• Weekly Rate .....	200/week
<b>Transit:</b>	
• Daily Rate .....	15/day
• Weekly Rate .....	75/week
• Monthly Rate .....	250/month
<b>Level:</b>	
• Daily Rate .....	15/day
• Weekly Rate .....	65/week
• Monthly Rate .....	195/month
<b>Pipe Laser:</b>	
• Daily Rate .....	50/day
• Weekly Rate .....	220/week
• Monthly Rate .....	650/month
Water Trailer .....	75/day
PAS 3000 Personal Air Sampling Pump .....	25/day
Tedlar Bag (10-Liter) .....	40/each
Non-Contaminating Air Sampling Pump .....	25/day
Interface Probe .....	50/day
<b>Submersible Pump:</b>	
• Daily Rate .....	50/day
• Weekly Rate .....	150/week
• Monthly Rate .....	450/month
<b>Water Level Indicator:</b>	
• Daily Rate .....	20/day
• Weekly Rate .....	60/week
• Monthly Rate .....	180/month
<b>100-Foot Temperature Probe:</b>	
• Daily Rate .....	15/day
• Weekly Rate .....	45/week
• Monthly Rate .....	135/month



	Rate (\$)
Teflon Well Bailer .....	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck .....	144/day
No. 12 P.E. Fusion Machine (1"-2"):	
• Daily Rate .....	50/day
• Weekly Rate.....	150/week
• Monthly Rate .....	450/month
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate .....	80/day
• Weekly Rate.....	240/week
• Monthly Rate .....	720/month
No. 28 P.E. Fusion Machine (2"-8").....	150/day
412 P.E. Fusion Machine (4"-12"):	
• Daily Rate .....	225/day
• Weekly Rate.....	675/week
• Monthly Rate .....	2,025/month
618 P.E. Fusion Machine and Tool Truck .....	400/day
Trackstar 500 Fusion Machine.....	425/day
Sidewinder P.E. Fusion Machine.....	100/day
Air Compressor .....	60/day
Arc Welder.....	75/day
Generator (3,500-Watt).....	45/day
Generator (5,000-Watt).....	60/day
Generator (6,000-Watt):	
• Daily Rate .....	65/day
Generator (8,000 Watt):	
• Daily Rate .....	75/day
• Weekly Rate.....	225/week
Isolation Pinch-off Tools:	
• Daily Rate .....	25/day
• Weekly Rate.....	75/week
• Monthly Rate .....	225/month



	Rate (\$)
Leister Extrusion Welding Gun .....	120/day
Plate Compactor .....	75/day

4-Wheeler (ATV):

- Daily Rate ..... 50/day
- Weekly Rate ..... 150/week
- Monthly Rate ..... 450/month

4-Wheeler with 44" Mow Deck:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

Cub Cadet:

- Daily Rate ..... 175/day
- Weekly Rate ..... 525/week
- Monthly Rate ..... 1,575/month

Chain Saw:

- Daily Rate ..... 10/day
- Weekly Rate ..... 30/week
- Monthly Rate ..... 90/month

Friatec Electrofusion Machine:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month

Horiba Water Quality Meter:

- Daily Rate ..... 40/day
- Weekly Rate ..... 120/week
- Monthly Rate ..... 360/month

Hydrogen Sulfide Meter:

- Daily Rate ..... 100/day
- Weekly Rate ..... 300/week
- Monthly Rate ..... 900/month



**Rate (\$)**

**Infrared Thermometer:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Micropurge Flow Cell (Groundwater):**

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

**Oilless Compressor and Control Box (Groundwater):**

- Daily Rate ..... 75/day
- Weekly Rate..... 225/week
- Monthly Rate ..... 675/month

**Earth/Resistance Tester:**

- Daily Rate ..... 100/day
- Weekly Rate..... 300/week
- Monthly Rate ..... 900/month

**Pitot Tube and Gauges:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Pressure Washer:**

- Daily Rate ..... 50/day
- Weekly Rate..... 150/week
- Monthly Rate ..... 300/month

**Squeeze Tool:**

- Daily Rate ..... 10/day
- Weekly Rate..... 30/week
- Monthly Rate ..... 90/month

**Turbidity Meter/Conductivity Meter:**

- Daily Rate ..... 25/day
- Weekly Rate..... 75/week
- Monthly Rate ..... 225/month



	Rate (\$)
<b>Vacuum Air Pump:</b>	
• Daily Rate .....	100/day
• Weekly Rate.....	300/week
• Monthly Rate .....	900/month
<b>Video Camera System.....</b>	200/day
<b>Weed Trimmer</b>	
• Daily Rate .....	25/day
• Weekly Rate.....	75/week
• Monthly Rate .....	225/month
<b>Safety Equipment:</b>	
• Tyvek Suit (each) .....	15/each
• Polyethylene suit (each) .....	20/each
• Nitrile gloves (per pair) .....	15/each
• PVC Gloves (per pair) .....	15/each
• Rubber booties (per pair) .....	15/each
• Organic Vapor Cartridges (per pair) .....	20/each
• Organic Vapor/Acid Cartridges (per pair) .....	25/each
• Cartridges pre-filters (per pair) .....	15/each
• Half face respirator (each) .....	20/day
• Full face respirator (each) .....	25/day
• Ventilator/manhole blowers.....	25/day
• Parachute harness .....	10/day
• Tripod:	
- Daily Rate .....	35/day
- Weekly Rate .....	105/week
- Monthly Rate .....	315/month
• SCBA .....	55/day

#### General Terms

1. Rates are in effect until January 31, 2015. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Rates for mobile blower/flare stations are exclusive of expenses for mobilization and demobilization, electric line installation, electricity, generators, fuel or permits or weekly routine operation and maintenance. These expenses are charged to the client separately.



4. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
5. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
6. The cost of equipment owned by SCS Field Services will not be subject to administrative markup.



# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 9, 2015  
**Subject:** Request for Approval of Change Order No. 1 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to Extend the Term and Increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the Amount of \$15,182.21.

## BACKGROUND AND SUMMARY:

On September 9, 2014, the Joint Powers Board approved RFB #14/43/B to Enviroworks, LLC, of Edgewood, NM, for the Cell 5B liner construction project at the Caja del Rio Landfill in the amount of \$997,532.78.

The liner construction project encompassed an area of 422,000 ft<sup>2</sup> or 9.7 ac. and included the following:

- subgrade preparation;
- geosynthetic clay liner;
- 60 mil HDPE textured geomembrane;
- 10 oz/yd<sup>2</sup> non-woven geotextile;
- drainage material placement;
- leachate collection system; and
- leachate pumping system for Cells 1-6 (level sensors, flowmeters, solar panels, and pumps).

Staff is requesting Board to approve Change Order No. 1 to the Agreement with Enviroworks, LLC, for the Cell 5B liner construction project in the amount of \$15,182.21.

The primary justifications for the change order include: 1) decrease in material quantities of geosynthetic clay liner, HDPE liner, and geotextile; 2) increase in quantity of drainage layer material (basalt and glass cullet); 3) increase in equipment operation and labor for tie-in to existing liner and leachate pipe; 4) equipment needed for the installation of leachate pumps and solar panels; and 5) additional QA/QC testing. The net change of the change order for the cell construction is \$15,182.21. The term would be extended from 75 days to 124 days, an increase of 49 days.

Funding is available in 52510-572970 (WIP Cell 5B Construction).

## ACTION REQUESTED:

The Agency is requesting the approval of change order No. 1 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to extend the term and increase the Cell 5B liner construction project at the Caja del Rio Landfill in the amount of \$15,182.21.

The Agency also requests approval of a budget increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the amount of \$15,182.21.

Attachments: Budget Adjustment Request  
CDM Smith's Letter of Recommendation

M:\Memo\Memo010815.2.wpd

**ATTACHMENT**

Budget Adjustment Request

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE		
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE	
		SUBLEDGER / SUBSIDIARY	DR / (CR)			
WIP Cell 5B Construction-Liner-Expense	52510.572970		DR	15,183.00		
<b>JUSTIFICATION:</b> (use additional page if needed) --Attach supporting documentation/memo				<b>TOTAL</b>	15,183.00	-

BAR in increase 52510.572970 for Change Order #1 in the amount of \$15,183.00 to Enviroworks, LLC

for the Cell 5B Liner Construction Project - Approved at JPB Meeting of January 15,2015

(Cash is available in 5507.100700 (Cell Development Reserve Fund Cash))

Angelica G. Salazar	Date	<b>CITY COUNCIL APPROVAL</b>		Budget Officer	Date
		City Council Approval Required	<input type="checkbox"/>		
		City Council Approval Date	<input type="text"/>		
Randall Kippenbrock, P.E. Exec Dir	Date	Agenda Item #:	<input type="text"/>	City Manager	Date

**ATTACHMENT**

CDM Smith's Letter of Recommendation



6000 Uptown Blvd. NE, Suite 200  
Albuquerque, NM 87110  
tel: 505 243 3200  
fax: 505 243-2700

January 9, 2014

Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506-8342

Subject: Caja del Rio Landfill Cell 5B Liner Construction (Bid No. '14/43/B)  
Construction Quality Assurance and Change Order Request Summary  
CDM Smith Project No.: 10679-91152

Dear Mr. Kippenbrock:

At the request of the Santa Fe Solid Waste Management Agency (SFSWMA), CDM Smith Inc. (CDM Smith) has completed our preliminary analysis of the material quantities utilized to complete installation of the liner for Cell 5B at the Caja del Rio Landfill in Santa Fe, New Mexico. Through this quality assurance analysis, the material quantities for the installation of the liner for Cell 5B were recalculated and vary from the values estimated during the final design and bidding phase of the project. These variances are described in detail below.

### Anticipated Material Quantities

At the time of project bidding (June 2014), the following key material quantities were anticipated for the completion of the Cell 5B Liner Construction Project:

Bid Item No.	Item Description	Estimated Quantity
2	Quality Control / Quality Assurance Testing	\$15,000 [Allowance]
4	Geosynthetic Clay Liner (GCL)	422,000 square feet (sf)
5	60-mil HDPE Textured Geomembrane Liner	422,000 sf
6	10-oz. Non-Woven Geotextile Fabric	422,000 sf
7	Drainage Material – Basalt Rock	23,500 cubic yards (cy)
8	Drainage Material – Glass Cullet	3,000 cy

**Note:** Specifications/details for each of the materials listed above can be found in the “Contract Documents and Specifications” prepared by CDM Smith (June 2014) for the subject project.



Mr. Randall Kippenbrock, P.E.  
January 9, 2015  
Page 2

## Geosynthetic Liner Materials

Upon completion of the Cell 5B subgrade in November 2014, the construction contractor (Enviroworks LLC) and their subcontractor (Southwest Liner Systems) installed the geosynthetic liner materials – Geosynthetic Clay Liner (GCL), 60 mil HDPE Textured Geomembrane Liner, and 10-oz. Non-Woven Geotextile Fabric – in accordance with the CDM Smith construction documents and the New Mexico Environment Department rules and regulations.

Utilizing the ground survey data and AutoCAD 3D software, the quantities of the geosynthetic liner materials were recalculated by CDM Smith and determined to be as follows:

Item Description	Estimated Quantity	Actual Quantity	Difference
Geosynthetic Clay Liner (GCL)	422,000 sf	399,803 sf	-22,197 sf
60-mil HDPE Textured Geomembrane Liner	422,000 sf	399,803 sf	-22,197 sf
10-oz. Non-Woven Geotextile Fabric	422,000 sf	399,803 sf	-22,197 sf

SFSWMA should note that it is industry practice for the engineer to include a small buffer (approximately 10% excess) when calculating geosynthetic component bid quantities to allow for adequate materials for the construction phase of the project. Should materials be installed incorrectly and deemed unusable, be damaged during transport, exhibit degradation during storage, etc., this small buffer in the overall quantity will mitigate construction delays related to material re-orders. For a typical project of this nature, including this SFSWMA construction project, only the actual installed quantity is paid for by the owner. Thus, a reduction in the overall geosynthetic material quantities for this project was determined and a cost savings is to be realized by the SFSWMA.

## Drainage Layer Materials

Upon completion of the Cell 5B liner system in December 2014, the construction contractor (Enviroworks LLC) then installed the 24-inch thick drainage layer materials – Crushed Basalt and Glass Cullet – in accordance with the CDM Smith construction documents and the New Mexico Environment Department rules and regulations.

Utilizing the ground survey data and the calculations presented by Enviroworks LLC (January 2015), the quantities of the drainage layer materials were recalculated by CDM Smith and determined to be as follows:

Item Description	Estimated Quantity	Actual Quantity	Difference
Drainage Material – Basalt Rock	23,500 cy	26,539 cy	+3,039 cy
Drainage Material – Glass Cullet	3,000 cy	4,266 cy	+1,266 cy

Similar to the geosynthetic materials, it is industry practice for the engineer to include a small buffer (approximately 10% excess) when calculating drainage material bid quantities. However, for this project, the buffer was greatly decreased (less than 1%) to reduce the costs for the basalt rock crushing and glass cullet preparation requirements to the SFSWMA. Utilizing the calculated bid quantities, the SFSWMA arranged for the crushing and stock-piling of both materials prior to the anticipated installation schedule.

At the time of installation, it was determined that a greater quantity of crushed basalt was needed to fulfill the depth requirements (24 inches) for Cell 5B. This is likely due to either the increased ground pressure of the construction equipment atop the installed basalt rock or the increased settling exhibited by the material. This minor increase in material quantity has merit and CDM Smith is in the process of validating the final quantity using AutoCAD 3D software. However, we do not anticipate a significant change to the data presented herein.

Also at the time of installation, additional glass cullet was identified for use in Cell 5B by the SFSWMA (approximately 1,200 cubic yards). Thus, 4,266 cubic yards of glass cullet was installed for the drainage layer for this project.

In summary, a slight increase in the overall drainage material quantities for this project was determined and a cost increase will be realized by the SFSWMA.

### Material Testing Allowance

Upon completion of the Cell 5B liner system and drainage material installation in December 2014, the construction contractor (Enviroworks LLC) and their subcontractor (Southwest Liner Systems) provided all of the requisite quality control / quality assurance (QA/QC) testing reports in accordance with the CDM Smith construction documents and the New Mexico Environment Department rules and regulations.

It was determined that the contract allowance value of \$15,000 was insufficient to conduct all of the required testing and an additional \$7,208.80 was necessary. This additional expenditure has merit and provides to the SFSWMA and CDM Smith assurance that the materials utilized for the construction of Cell 5B passed all of the specifications. Further, this increase to the allowance is not uncommon for a project of this type, as geosynthetic material testing fees vary and often follow the volatility of oil pricing. Thus, an increase to the testing allowance was determined and a cost increase will be realized by the SFSWMA. A summary of the allowance is presented below.

Item Description	Estimated Quantity	Actual Quantity	Difference
Quality Control / Quality Assurance Testing (Allowance)	\$15,000.00	\$22,208.80	+\$7,208.80



Mr. Randall Kippenbrock, P.E.

January 9, 2015

Page 4

## Project Change Order Summary

Below is a summary of the contractor-requested change order items for this project, which include the construction material items described in the sections above. It is the opinion of CDM Smith that these items have merit and the SFSWMA should accept the addition of \$15,182.21 (including NMGR) to the total Enviroworks LLC contract value for the completion of Cell 5B liner at the Caja del Rio Landfill.

Item No.	Item Description	Cost* (Incl. NMGR)	Additional Time
1	Material Quantity Change: GCL (22,197 sf decrease)	\$ (11,576.85)	0
2	Material Quantity Change: HDPE Liner (22,197 sf decrease)	\$ (12,502.05)	0
3	Material Quantity Change: Geotextile (22,197 sf decrease)	\$ (5,480.03)	0
4	Material Quantity Change: Basalt (3,039 cy increase)	\$12,763.32	0
5	Material: Glass Cullet (1,266 cy increase)	\$13,865.46	0
6	Tie-in to Existing Liner and Leachate Pipe	\$6,298.46	4 days
7	Extend Motor Leads for Cells 4, 5, 6 Pumps	\$592.52	0
8	30 foot of Cable to Connect to Generator	\$129.32	0
9	Additional Discharge Hose and Fittings	\$288.27	0
10	Bollards (Total quantity: 4)	\$3,099.38	0
11	Additional Quality Control / Quality Assurance Testing	\$7,704.41	0
12	Additional Project Time for Delivery/Installation of Leachate Pumps and Solar Panels	\$0.00	45 days
SUMMARY			
Original Contract Price / Time		\$997,532.78	75 days
Changes to Contract Price / Time		\$15,182.21	49 days
Revised Contract Price / Time		\$1,012,714.99	124 days

\*NMGR Calculated at 6.8750%.

CDM Smith appreciates the opportunity to work with the SFSWMA on the construction of Cell 5B at the Caja del Rio Landfill. If you have any questions regarding this summary, please contact me at (505) 243-3200.

Sincerely,

Kerrie L. Greenfelder, PE, BCEE  
Project Manager  
CDM Smith Inc.

Attachments

cc: Amy Baricevich, CDM Smith  
File



CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction  
Change Order Request # 1



October 27, 2014

**Proposal #141027**

This is a change order request for existing liner and leachate pipe connection. Included in pricing is mobilization/demobilization of a 320 excavator to excavate leachate pipe. Waste will be stored on slope of cell 5A. We will also do necessary excavation to find the limits of the torn geotextile at the north east corner of cell 5B.

**Change Order Cost: \$ 5,893.30**

**An additional 4 days will need to be added to contract time to complete this task.**

**Note:**

We will not know if the leachate V-trench from cell 5A can be excavated do to basalt until the liner is cut and rolled back.

**The pricing above does not include any additional charges by the liner subcontractor.  
The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved: \_\_\_\_\_ Date: \_\_\_\_\_**

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

**EnviroWorks, LLC**

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lori@enviroworksforyou.com](mailto:lori@enviroworksforyou.com)

CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction  
Change Order Request # 2



December 1, 2014

**Proposal #141201**

This is a change order request to extend motor lead, level sensor lead & stainless steel suspension lead lengths from 300' to 325' on three (3) EPG WSDPT 3-6 Sure Pumps for Cells # 4, #5 & #6.

**Change Order Cost:**

**\$ 554.40**

**Note:**

**The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved: \_\_\_\_\_ Date: \_\_\_\_\_**

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

**EnviroWorks, LLC**

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lori@enviroworksforyou.com](mailto:lori@enviroworksforyou.com)

---

CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction  
Change Order Request # 3



December 11, 2014

**Proposal #141211**

This is a change order request to add 30' of 4-conductor cable to attach to generator plug (supplied by site) at one end and EPG control panel plug at opposite end.

**Change Order Cost:** **\$ 121.00**

**Note:**

**The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

EnviroWorks, LLC

---

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lori@enviroworksforyou.com](mailto:lori@enviroworksforyou.com)



CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction  
Change Order Request # 4

December 19, 2014

**Proposal #141219**

This is a change order request to add discharge hose for leachate pumps to connect to landfills water wagon.

**Provided Items:**

- (1) 3" female cam lock to connect to water wagon
- (1) Reducer to 1 1/2"
- (1) Ball valve 1 1/2"
- (1) 1 1/2" Female cam lock
- (1) 50 feet fire hose with female cam lock to attach to discharge point at pump outlet and male cam lock for connecting to ball valve assemble.

**Change Order Cost:**

**\$ 269.73**

**Note:**

**The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved: \_\_\_\_\_ Date: \_\_\_\_\_**

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

**EnviroWorks, LLC**

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lisa@enviroworksforyou.com](mailto:lisa@enviroworksforyou.com)

---

CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction



December 18, 2014

**Proposal #141218**

Installation and yellow painting of 6" bollards.

**Cost per bollard:**

**\$ 725.00 each**

**Note:**

**The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved: \_\_\_\_\_ Date: \_\_\_\_\_**

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

**EnviroWorks, LLC**

---

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lori@enviroworksforyou.com](mailto:lori@enviroworksforyou.com)

CDM Smith Inc  
Attn: Kerri Greenfelder  
RE: Caja Del Rio Landfill Cell 5B Liner Construction  
Change Order Request # 6



January 8, 2015

**Proposal #150108**

This is a change order request is for additional Quality Control/Quality Assurance Testing

**Change Order Cost:**

**\$ 7,208.80**

**Note:**

**The above price does not include sales tax.**

Pricing is good for 30 days.

**Approved: \_\_\_\_\_ Date: \_\_\_\_\_**

Please feel free to contact us if you have any questions at 505-286-4891 or by email at [bart@enviroworksforyou.com](mailto:bart@enviroworksforyou.com), or [sean@enviroworksforyou.com](mailto:sean@enviroworksforyou.com).

EnviroWorks, LLC

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: [lisa@enviroworksforyou.com](mailto:lisa@enviroworksforyou.com)

Remit to:

**Southwest Liner Systems, Inc.**MAILING ADDRESS

P. O. BOX 1972

BERNALILLO, NEW MEXICO 87004

(505)771-9122 Fax (505)771-0138

**INVOICE NUMBER****SW1487****INVOICE DATE****12/18/2014**ACTUAL ADDRESS

301 CALLE INDUSTRIAL

BERNALILLO, NEW MEXICO 87004

Bill To:

**EnviroWorks, Inc.****21 Main Street****Edgewood, NM 87015****Attn: Bart**

Ship To:

**Caja Del Rio Landfill****149 Wildlife Way****Santa Fe, NM**

SHIPPED VIA		FOB POINT		DATE SHIPPED	OUR ORDER	FINAL/PARTIAL
BEST WAY		BERNALILLO, NM		N/A		Final
CREDIT TERMS		PURCHASE ORDER NUMBER		REMARKS		
NET 30 DAYS		Project # 7607.94				
ITEM	QUANTITY					
NUMBER	EST QTY	Installed	DESCRIPTION	UNIT PRICE	TOTAL	
			Pay Estimate # 2			
1	1	1	Mob Cost	1,500.00	1,500.00	
2	Allow	1	QA/QC Testing Allowance	20,923.80	20,923.80	
4	422000	399803	GCL supply and install	0.46	185,508.59	
5	422000	399803	60 mil Textured HDPE supply and install	0.50	200,301.30	
6	422000	399803	10 oz per square Yard geotextile supply and install	0.22	87,956.66	
9	1	1	Geotextile for Leachate Collection System	3,999.00	3,999.00	
			Less Pay estimate # 1		(493,115.63)	
			NTTC on file			
A FINANCE CHARGE WILL BE CHARGED ON ALL OVERDUE BALANCES @ 1.5% PER MONTH						
TAXABLE SUBTOTAL					7,073.72	
NON-TAXABLE SUBTOTAL						
FREIGHT CHARGES						
INVOICE TOTAL					7,073.72	

S.W. LINDER

# Quality Control Allowance Costing Caja Del Rio Landfill Testing Allowance

11/20/2014		Item	Description	Cost	Total
			Conformance testing of HDPE, Geotextile and GCL materials including interface friction testing	\$12,706.27	\$12,706.27
1					
2			Collection of Soil Samples for Interface Friction Test	\$121.60	\$121.60
3			Soil sample freight to TRI	\$88.29	\$88.29
4			Destructive Testing of Seams	\$0.00	\$0.00
5			Freight for destructive test to TRI lab	\$81.38	\$81.38
6			Administration fees	\$1,039.76	\$1,039.76
7			Total		\$14,037.30
8			Less Previous billed amount		\$0.00
9			New Total		\$14,037.30



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## Billing Information

Invoice no. 2-845-30183  
 Account no. 4494-8798-2  
 Store ID no.  
 FedEx Tax ID No. 71-0427007  
 Invoice date 11/14/2014  
 Due date 11/29/2014  
 Invoice status Open  
 Balance due \$760.47

[View Invoice History](#)[View/print PDF](#)

## Charge Summary

View Details

Total express charges 760.47  
 Total ground charges 0.00  
 Total other charges 0.00  
 Total invoice amount 760.47  
 Total payments and credits 0.00  
 Total balance due \$760.47

Other discounts may apply.

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Select all	Tracking/billing ID	Date	Type	Product group	Reference	Payor	Status	Meter	Original charges	Balance due
<input type="checkbox"/>	806307677490	11/06/2014	Express		CRO-- LF QTS 51 TH 50	Shipper	Open	000000000	94.01	94.01
<input type="checkbox"/>	806307677604	11/06/2014	Express		GREEN LF QTS 60 THU 661	Shipper	Open	000000000	94.01	94.01
<input type="checkbox"/>	806307677616	11/11/2014	Express		CAJA DEL RIO LF DT8 LEHA	Shipper	Open	000000000	81.38	81.38
<input type="checkbox"/>	806307677651	11/10/2014	Express		CRAA LE DTS 83A 83B	Shipper	Open	000000000	88.02	88.02
<input type="checkbox"/>	806307677662	11/10/2014	Express		CERMRO LF DRTT 8182	Shipper	Open	000000000	94.01	94.01
<input type="checkbox"/>	806307677673	11/07/2014	Express		CORRO LF DIS 87168 70THU	Shipper	Open	000000000	311.04	311.04

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1 Payment Cart Payment Confirmation

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Account no.	Invoice no.	Due date	Currency	Payment item	Amount Due	Payment amount
4494-8798-2	2-845-30183	11/29/2014	USD	806307677490	94.01	94.01
4494-8798-2	2-845-30183	11/29/2014	USD	806307677504	94.01	94.01
4494-8798-2	2-845-30183	11/29/2014	USD	806307677515	81.38	81.38
4494-8798-2	2-845-30183	11/29/2014	USD	806307677651	86.02	86.02
4494-8798-2	2-845-30183	11/29/2014	USD	806307677662	94.01	94.01
4494-8798-2	2-845-30183	11/29/2014	USD	806307677673	311.04	311.04

## Payment Summary

Help

Primary account no. 4494-8798-2  
 Payment cart amount \$760.47  
 Payment method Credit Card  
 Payment date 11/14/2014  
 Payment reference no. 15336233  
 Your payment has been processed. Please print this page for your records.



**Food Package**

Express  
US Airbill

8063 0767 2575

**1 From Please print and press hard**

Date 11/11/14 Sender's FedEx Account Number

2497-5753-2

Sender's  
Name

2316-12-015 Bureau

Company SOUTHWEST LINER SYSTEMS INC.

Address 501 CALIF. HIGHWAY 99

Dr. BERNALLO State NM ZIP 87004-7114

## 2 Your Internal Bailing Reference

**Your Internal Billing Reference:** *Clara Del Rio LF DT5 14th 3*

3 To Recipient's Name Geontheic Testing Dept Phone ( 800 ) 880-8378

THE Environmental, Inc.

7/6/3 Bee Caves Road

9063 Bee Laves Road  
Bee Laves Road

**Appendix**

*August*

TX 78733-6201

**CASE STUDY**



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New Date 2013-01-01 15:00:00



TRI Environmental, Inc.  
9063 Bee Caves Road  
Austin, TX. 78733  
ph: 512.263.2101 fax: 512.263.2558

# INVOICE

INVOICE DATE: 2014-10-31

INVOICE NUMBER: 135703

Bill To:  
Southwest Liner Systems, Inc.  
Attn: Accounts Payable  
P.O. Box 1972  
Bernalillo, NM 87004  
United States

Ship To:  
Southwest Liner Systems, Inc.  
Attn: Mark DeCarlo  
P.O. Box 1972  
Bernalillo, NM 87004  
United States

Customer ID	Customer PO	Terms	Order Date	Invoice Date
P5632		NET 30	2014-10-31	2014-10-31
Reference# E2388-47-02, E2392-35-06, E2392-36-01, E2394-98-03, E2398-09-05 - Caja De Rio LF - Santa Fe				

Item	Bill Code	Description of Services/Product	Quantity	Price	Amount
1	N0005	Mass/Unit Area - ASTM D5993	12.00	\$25.00	\$300.00
2	N0005	Flux / Permeability / Hydraulic Conductivity - ASTM D5887	3.00	\$175.00	\$525.00
3	N0005	In-Plant Sampling Labor Hours - GSE - SD	11.00	\$40.00	\$440.00
4	N0005	Shipping & handling of materials tested - GSE - SD	1.00	\$867.75	\$867.75
5	N9316	Thickness - ASTM D5994	5.00	\$10.00	\$50.00
6	N9316	Asperity Height - ASTM D7466	5.00	\$15.00	\$75.00
7	N9316	Density - ASTM D1505	5.00	\$15.00	\$75.00
8	N9316	Carbon Black Content - ASTM D1603	5.00	\$25.00	\$125.00
9	N9316	Carbon Dispersion - ASTM D5596	5.00	\$25.00	\$125.00
10	N9316	Tensile Properties - Index - ASTM D6693	5.00	\$45.00	\$225.00
11	N9316	Tear Resistance - ASTM D1004	5.00	\$45.00	\$225.00
12	N9316	Oxidative Induction Time (OIT) - 2 specimens - ASTM D3895	5.00	\$250.00	\$1,250.00
13	N9316	High Pressure Oxidative Induction Time - ASTM D5885	5.00	\$350.00	\$1,750.00
14	N9316	UV Resistance w/Aged HPOIT @1600hrs - ASTM D7238	1.00	\$1,200.00	\$1,200.00
15	N9316	Oven Aging w/ HPOIT - ASTM D5721	1.00	\$700.00	\$700.00



TRI Environmental, Inc.  
9063 Bee Caves Road  
Austin, TX. 78733  
ph: 512.263.2101 fax: 512.263.2558

# INVOICE

INVOICE DATE: 2014-10-31

INVOICE NUMBER: 135703

16	N9316	In-Plant sampling labor hours - GSE - Houston, TX	5.00	\$40.00	\$200.00
17	N9316	Shipping & handling of materials tested - GSE - Houston, TX	1.00	\$73.52	\$73.52
18	N9316	NWGT - Mass/Unit Area - ASTM D5261	5.00	\$20.00	\$100.00
19	N9316	NWGT - Grab Tensile - ASTM D4532	5.00	\$45.00	\$225.00
20	N9316	NWGT - Puncture Strength - ASTM D4833	5.00	\$40.00	\$200.00
21	N9316	NWGT - CBR Puncture Strength - ASTM D6241	5.00	\$100.00	\$500.00
22	N9316	NWGT - Apparent Opening Size - ASTM D4751	5.00	\$95.00	\$475.00
23	N9316	NWGT - Permittivity - ASTM D4491	5.00	\$80.00	\$400.00
24	N0005	GCL Internal Shear - ASTM D 5321/D 6243	1.00	\$1,300.00	\$1,300.00
25	N0005	Interface Friction Testing: GCL vs. Soil	1.00	\$1,300.00	\$1,300.00

PLEASE REMIT PAYMENT (IN U.S. DOLLARS) TO:  TRI Environmental (ACCOUNTS RECEIVABLES)  9063 Bee Caves Road  Austin, Tx. 78733  Chris Perez (512)263-2101 x135  email: cperez@tri-env.com	Subtotal	\$12,706.27
	Sales Tax:	
	Freight:	\$0.00
	Total Invoice Amount:	\$12,706.27
	Payment/Credit Applied	
	Total	\$12,706.27

NOTE: When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction.



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Account no.	Invoice no.	Due date	Currency	Payment Item	Amount Due	Payment amount
4494-8798-2	2-808-75520	10/25/2014	USD	CTSA DEL R/O	88.29	88.29
4494-8798-2	2-808-75520	10/25/2014	USD	CLAVIS	12.86	12.86

### Payment Summary

Primary account no. 4494-8798-2  
Payment cart amount \$101.15  
Payment method Credit Card  
Payment date 10/14/2014  
Payment reference no. 15052841

Your payment has been processed. Please print this page for your records.

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## Shipment Receipt

## Address Information

## Ship to:

Geosynthetics Dept  
TRI Environmental, Inc  
9063 Bee Caves Rd

AUSTIN, TX

78733

US

8008808378

## Ship from:

Mark DeCarlo  
Southwest Liner Systems Inc.  
301 Calle Industrial

Bernalillo, NM

87004

US

5057719122

## Shipment Information:

Tracking no.: 771371456371

Ship date: 10/03/2014

Estimated shipping charges: 88.29

## Package Information

Pricing option: FedEx Standard Rate

Service type: FedEx 2-Day

Package type: Your Packaging

Number of packages: 1

Total weight: 40 LBS

Declared Value: 0.00 USD

Special Services:

Pickup/Drop-off: Drop off package at FedEx location

## Billing Information:

Bill transportation to: MyAccount-982

Your reference: Caja Del Rio Soil Sample

P.O. no.:

Invoice no.:

Department no.:

Thank you for shipping online with FedEx ShipManager at [fedex.com](http://fedex.com).

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From: (505) 771-9122  
Mark DeCarlo  
Southwest Liner Systems Inc.  
301 Calle Industrial

Origin ID: ONMA

FedEx  
Express

JM2214092303W

Ship Date: 03OCT14  
ActWgt: 40.0 LB  
CAD: 100874035/NET3550

Dims: 12 X 12 X 15 IN

Bernalillo, NM 87004

Delivery Address Bar Code



SHIP TO: (800) 830-8378

BILL SENDER

Geosynthetics Dept  
TRI Environmental, Inc  
9063 Bee Caves Rd

AUSTIN, TX 78733

Ref # Caja Del Rio Soil Sample  
Invoice #  
PO #  
Dept #

TUE - 07 OCT AA  
\*\* 2DAY \*\*

TRK# 7713 7145 6371

0201

78733  
TX-US  
AUS

SH MMRA



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# Quality Control Allowance Costing

Caja Del Rio Landfill Testing Allowance

12/17/2014 Pay estimate # 2

Item	Description	Cost	Total
1	Conformance testing of HDPE, Geotextile and GCL materials	\$12,706.27	\$12,706.27
2	Collection of Soil Samples for Interface Friction Test	\$121.60	\$121.60
3	Soil sample freight to TRI	\$88.29	\$88.29
4	Interface Friction Testing	\$5,200.00	\$5,200.00
5	Destructive Testing of Seams	\$750.00	\$750.00
6	Freight for destructive test to TRI lab	\$597.84	\$597.84
7	Administration fees	\$1,459.80	\$1,459.80
8		Total	\$20,923.80
9	Less Previous billed amount		\$14,037.30
10	New Total		\$6,886.50

\$19,464.00



TRI Environmental, Inc.  
9063 Bee Caves Road  
Austin, TX. 78733  
ph: 512.263.2101 fax: 512.263.2558

# INVOICE

INVOICE DATE: 2014-11-30

INVOICE NUMBER: 136027

Bill To:  
Southwest Liner Systems, Inc.  
Attn: Accounts Payable  
P.O. Box 1972  
Bernalillo, NM 87004  
United States

Ship To:  
Southwest Liner Systems, Inc.  
Attn: Mark DeCarlo  
P.O. Box 1972  
Bernalillo, NM 87004  
United States

Customer ID	Customer PO	Terms	Order Date	Invoice Date
PS632		NET 30	2014-11-30	2014-11-30
Reference# E2388-47-02, 15328, 15356, 15376, 15406, 15421, 15438, 15453 - Caja Del Rio Landfill				

Item	Bill Code	Description of Service/Product	Quantity	Rate	Amount
1	N0005	Interface Friction Testing: GCL vs. Soil	1.00	\$1,300.00	\$1,300.00
2	N0005	Interface Friction Testing: Geotextile vs Geomembrane	1.00	\$1,300.00	\$1,300.00
3	N0005	Interface Friction Testing: GCL vs. Geomembrane	1.00	\$1,300.00	\$1,300.00
4	N0005	GCL Internal Shear - ASTM D 532/D 6243	1.00	\$1,300.00	\$1,300.00
5	N9316	Same Day Peel & Shear - ASTM D 6392/GRI GM19/ D 4437/ NSF 54	30.00	\$25.00	\$750.00

PLEASE REMIT PAYMENT (IN U.S. DOLLARS) TO:  TRI Environmental (ACCOUNTS RECEIVABLES)  9063 Bee Caves Road  Austin, Tx. 78733  Chris Perez (512)263-2101 x135  email: cperez@tri-env.com	Subtotal	\$5,950.00
	Sales Tax:	
	Freight:	\$0.00
	Total Invoice Amount:	\$5,950.00
	Payment/Credit Applied	
	Total	\$5,950.00

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Account no.	Invoice no.	Due date	Currency	Payment Item	Amount Due	Payment amount
4494-8798-2	2-860-28831	12/13/2014	USD	806307677607	86.83	86.83
4494-8798-2	2-860-28831	12/13/2014	USD	806307677618	81.38	81.38
4494-8798-2	2-860-28831	12/13/2014	USD	806307677629	104.11	104.11

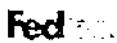
CASADCE RIO LT.

## Payment Summary

Help

Primary account no. 4494-8798-2  
 Payment amount \$272.32  
 Payment method Credit Card  
 Payment date 12/01/2014  
 Payment reference no. 16467081

Your payment has been processed. Please [print this page](#) for your records.

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Welcome, Mark DeCarlo

### Account Summary

Add an account

4494-8798-2  
 \$244.14  
 \$0.00  
 \$0.00  
 \$0.00  
 \$244.14

You have 1 messages in the message center.

All-Open

Past Due

Paid/Closed

In Dispute

### Invoice List (All-Open)

Results per page

Filter by None selected

Select all	Invoice no.	View/print	Invoice date	Due date	Account no.	Invoice status	Original Charges	Balance due	Payment st
<input checked="" type="checkbox"/>	2-852-83738		11/21/2014	12/06/2014	4494-8798-2	Open	244.14	244.14	

Print/Save Invoices Approve/notify us

Icon Legend

(missing 7630)

### Account Aging Summary

DE92 2920 E908

44-38861-100

Sender's Name  
MARK DECARLO  
Phone (505) 771-5122

Company SOUTHWEST LINER SYSTEMS INC

Address 301 CALLE INDUSTRIAL

CON BERNAL ILO State N/M ZIP 87004-7114

2 Your Internal Billing Reference  
CHARACTERS WILL APPEAR ON INVOICE.

Consentific Testing Dept Phone 800-880-8378

Company TRI-Environmental, Inc  
Address 9063 Bee Caves Road  
HOLD Meeting ☐  
Radio Meeting ☐  
15201521 NOT available for  
Radio Fee Question

Address 9000 Bee Lanes Road Day/Evening/Weekend

(We cannot deliver to P.O. boxes or R.F.D. codes.)

☐ 1301350, NOT available for Pallets Per Order.

[illegible]

TX 78733-6221 Austin TX

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Express

Package  
US Airbill

8063 0767 7526

1 From Please print and type name.

Date 11/13/14

Sender's FedEx  
Account Number

4494-8798-2

Sender's  
Name

MARK DECARLO

Phone

505 771-5122

Company SOUTHWEST LINER SYSTEMS INC.

Address 301 CALLE INDUSTRIAL

City BERNALILLO

State

NM

Zip 87004-7114

2 Your Internal Billing Reference

Caja Del Rio LF DT's 4th 7

3 Name

Geosynthetic Testing Dept Phone 800 880-8378

Company

TRF/Environmental, Inc

Address

9063 Bee Caves Road

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Address

Use this for the HOLD location address or for verification of your shipping address.

City Austin

State TX

Zip 78733-6201

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<sup>799</sup> <sup>800</sup> <sup>801</sup> <sup>802</sup> <sup>803</sup> <sup>804</sup> <sup>805</sup> <sup>806</sup> <sup>807</sup> <sup>808</sup> <sup>809</sup> <sup>810</sup> <sup>811</sup> <sup>812</sup> <sup>813</sup> <sup>814</sup> <sup>815</sup> <sup>816</sup> <sup>817</sup> <sup>818</sup> <sup>819</sup> <sup>820</sup> <sup>821</sup> <sup>822</sup> <sup>823</sup> <sup>824</sup> <sup>825</sup> <sup>826</sup> <sup>827</sup> <sup>828</sup> <sup>829</sup> <sup>830</sup> <sup>831</sup> <sup>832</sup> <sup>833</sup> <sup>834</sup> <sup>835</sup> <sup>836</sup> <sup>837</sup> <sup>838</sup> <sup>839</sup> <sup>840</sup> <sup>841</sup> <sup>842</sup> <sup>843</sup> <sup>844</sup> <sup>845</sup> <sup>846</sup> <sup>847</sup> <sup>848</sup> <sup>849</sup> <sup>850</sup> <sup>851</sup> <sup>852</sup> <sup>853</sup> <sup>854</sup> <sup>855</sup> <sup>856</sup> <sup>857</sup> <sup>858</sup> <sup>859</sup> <sup>860</sup> <sup>861</sup> <sup>862</sup> <sup>863</sup> <sup>864</sup> <sup>865</sup> <sup>866</sup> <sup>867</sup> <sup>868</sup> <sup>869</sup> <sup>870</sup> <sup>871</sup> <sup>872</sup> <sup>873</sup> <sup>874</sup> <sup>875</sup> <sup>876</sup> <sup>877</sup> <sup>878</sup> <sup>879</sup> <sup>880</sup> <sup>881</sup> <sup>882</sup> <sup>883</sup> <sup>884</sup> <sup>885</sup> <sup>886</sup> <sup>887</sup> <sup>888</sup> <sup>889</sup> <sup>890</sup> <sup>891</sup> <sup>892</sup> <sup>893</sup> <sup>894</sup> <sup>895</sup> <sup>896</sup> <sup>897</sup> <sup>898</sup> <sup>899</sup> <sup>900</sup> <sup>901</sup> <sup>902</sup> <sup>903</sup> <sup>904</sup> <sup>905</sup> <sup>906</sup> <sup>907</sup> <sup>908</sup> <sup>909</sup> <sup>910</sup> <sup>911</sup> <sup>912</sup> <sup>913</sup> <sup>914</sup> <sup>915</sup> <sup>916</sup> <sup>917</sup> <sup>918</sup> <sup>919</sup> <sup>920</sup> <sup>921</sup> <sup>922</sup> <sup>923</sup> <sup>924</sup> <sup>925</sup> <sup>926</sup> <sup>927</sup> <sup>928</sup> <sup>929</sup> <sup>930</sup> <sup>931</sup> <sup>932</sup> <sup>933</sup> <sup>934</sup> <sup>935</sup> <sup>936</sup> <sup>937</sup> <sup>938</sup> <sup>939</sup> <sup>940</sup> <sup>941</sup> <sup>942</sup> <sup>943</sup> <sup>944</sup> <sup>945</sup> <sup>946</sup> <sup>947</sup> <sup>948</sup> <sup>949</sup> <sup>950</sup> <sup>951</sup> <sup>952</sup> <sup>953</sup> <sup>954</sup> <sup>955</sup> <sup>956</sup> <sup>957</sup> <sup>958</sup> <sup>959</sup> <sup>960</sup> <sup>961</sup> <sup>962</sup> <sup>963</sup> <sup>964</sup> <sup>965</sup> <sup>966</sup> <sup>967</sup> <sup>968</sup> <sup>969</sup> <sup>970</sup> <sup>971</sup> <sup>972</sup> <sup>973</sup> <sup>974</sup> <sup>975</sup> <sup>976</sup> <sup>977</sup> <sup>978</sup> <sup>979</sup> <sup>980</sup> <sup>981</sup> <sup>982</sup> <sup>983</sup> <sup>984</sup> <sup>985</sup> <sup>986</sup> <sup>987</sup> <sup>988</sup> <sup>989</sup> <sup>990</sup> <sup>991</sup> <sup>992</sup> <sup>993</sup> <sup>994</sup> <sup>995</sup> <sup>996</sup> <sup>997</sup> <sup>998</sup> <sup>999</sup> <sup>1000</sup> <sup>1001</sup> <sup>1002</sup> <sup>1003</sup> <sup>1004</sup> <sup>1005</sup> <sup>1006</sup> <sup>1007</sup> <sup>1008</sup> <sup>1009</sup> <sup>1010</sup> <sup>1011</sup> <sup>1012</sup> <sup>1013</sup> <sup>1014</sup> <sup>1015</sup> <sup>1016</sup> <sup>1017</sup> <sup>1018</sup> <sup>1019</sup> <sup>1020</sup> <sup>1021</sup> <sup>1022</sup> <sup>1023</sup> <sup>1024</sup> <sup>1025</sup> <sup>1026</sup> <sup>1027</sup> <sup>1028</sup> <sup>1029</sup> <sup>1030</sup> <sup>1031</sup> <sup>1032</sup> <sup>1033</sup> <sup>1034</sup> <sup>1035</sup> <sup>1036</sup> <sup>1037</sup> <sup>1038</sup> <sup>1039</sup> <sup>1040</sup> <sup>1041</sup> <sup>1042</sup> <sup>1043</sup> <sup>1044</sup> <sup>1045</sup> <sup>1046</sup> <sup>1047</sup> <sup>1048</sup> <sup>1049</sup> <sup>1050</sup> <sup>1051</sup> <sup>1052</sup> <sup>1053</sup> <sup>1054</sup> <sup>1055</sup> <sup>1056</sup> <sup>1057</sup> <sup>1058</sup> <sup>1059</sup> <sup>1060</sup> <sup>1061</sup> <sup>1062</sup> <sup>1063</sup> <sup>1064</sup> <sup>1065</sup> <sup>1066</sup> <sup>1067</sup> <sup>1068</sup> <sup>1069</sup> <sup>1070</sup> <sup>1071</sup> <sup>1072</sup> <sup>1073</sup> <sup>1074</sup> <sup>1075</sup> <sup>1076</sup> <sup>1077</sup> <sup>1078</sup> <sup>1079</sup> <sup>1080</sup> <sup>1081</sup> <sup>1082</sup> <sup>1083</sup> <sup>1084</sup> <sup>1085</sup> <sup>1086</sup> <sup>1087</sup> <sup>1088</sup> <sup>1089</sup> <sup>1090</sup> <sup>1091</sup> <sup>1092</sup> <sup>1093</sup> <sup>1094</sup> <sup>1095</sup> <sup>1096</sup> <sup>1097</sup> <sup>1098</sup> <sup>1099</sup> <sup>1100</sup> <sup>1101</sup> <sup>1102</sup> <sup>1103</sup> <sup>1104</sup> <sup>1105</sup> <sup>1106</sup> <sup>1107</sup> <sup>1108</sup> <sup>1109</sup> <sup>1110</sup> <sup>1111</sup> <sup>1112</sup> <sup>1113</sup> <sup>1114</sup> <sup>1115</sup> <sup>1116</sup> <sup>1117</sup> <sup>1118</sup> <sup>1119</sup> <sup>1120</sup> <sup>1121</sup> <sup>1122</sup> <sup>1123</sup> <sup>1124</sup> <sup>1125</sup> <sup>1126</sup> <sup>1127</sup> <sup>1128</sup> <sup>1129</sup> <sup>1130</sup> <sup>1131</sup> <sup>1132</sup> <sup>1133</sup> <sup>1134</sup> <sup>1135</sup> <sup>1136</sup> <sup>1137</sup> <sup>1138</sup> <sup>1139</sup> <sup>1140</sup> <sup>1141</sup> <sup>1142</sup> <sup>1143</sup> <sup>1144</sup> <sup>1145</sup> <sup>1146</sup> <sup>1147</sup> <sup>1148</sup> <sup>1149</sup> <sup>1150</sup> <sup>1151</sup> <sup>1152</sup> <sup>1153</sup> <sup>1154</sup> <sup>1155</sup> <sup>1156</sup> <sup>1157</sup> <sup>1158</sup> <sup>1159</sup> <sup>1160</sup> <sup>1161</sup> <sup>1162</sup> <sup>1163</sup> <sup>1164</sup> <sup>1165</sup> <sup>1166</sup> <sup>1167</sup> <sup>1168</sup> <sup>1169</sup> <sup>1170</sup> <sup>1171</sup> <sup>1172</sup> <sup>1173</sup> <sup>1174</sup> <sup>1175</sup> <sup>1176</sup> <sup>1177</sup> <sup>1178</sup> <sup>1179</sup> <sup>1180</sup> <sup>1181</sup> <sup>1182</sup> <sup>1183</sup> <sup>1184</sup> <sup>1185</sup>







**FedEx** Package  
Express **US Airbill**

From Please print and press hard. Tracking Number **8063 0767 7629**

1 From Please print and press hard. Tracking Number **8063 0767 7629**  
Date **11/21/14** Sender's FedEx Account Number **4494--8798-2**

Sender's Name **MARK DECARLO** Phone **(505) 771-9122**

Company **SOUTHWEST LINER SYSTEMS INC.**

Address **301 CALLE INDUSTRIAL**

City **BERNALILLO** State **NM** ZIP **87004-7114**

2 Your Internal Billing Reference **Caja Del Rio LF DTS 36-38-39-40**

3 IN UN **Geosynthetic Testing Dept** Phone **(800) 880-8378**

Company **TEI/Environmental, Inc**

Address **9063 Bee Caves Road** City **Austin** State **TX** ZIP **78733-6221**

Address **9063 Bee Caves Road** City **Austin** State **TX** ZIP **78733-6221**

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**Next Business Day** **2 or 3 Business Days**

☒ **FedEx First Overnight** ☐ **FedEx 2Day A.M.**

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☐ **FedEx Home Delivery** ☐ **FedEx International**

☐ **FedEx Envelope** ☐ **FedEx Pak** ☒ **FedEx Tube** ☐ **Other**

5 Packaging \*Required unless indicated otherwise. **Special Handling and Delivery Signature Options**

☒ **SATURDAY Delivery** ☐ **Signature Required** ☐ **Signature Required**

☐ **Signature Required** ☐ **Signature Required**

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FULL AND RETAIN THIS COPY BEFORE AFFIXING TO THE PACKAGE. NO POUCH NEEDED.



mark a decarlo <swls.md@gmail.com>

**Fwd: Santa Fe Landfill Liner Area**

1 message

**Bart Shepherd** <bart@enviroworksforyou.com>  
To: Mark Decarlo <swls.md@gmail.com>

Thu, Dec 4, 2014 at 3:55 PM

**Bart Shepherd**  
**Enviroworks LLC**  
**PO Box 340**  
**Edgewood NM 87015**  
**(505) 286-4891**  
**(505) 286-4965 Fax**  
**(505) 331-2772 Cell**

Begin forwarded message:

**From:** Joe Mahoney <joe@decnm.com>  
**Date:** December 4, 2014 at 9:00:32 AM MST  
**To:** Bart Shepherd <bart@enviroworksforyou.com>, "sean@enviroworksforyou.com" <sean@enviroworksforyou.com>  
**Subject:** Santa Fe Landfill Liner Area

Bart the area of the liner is 398147.71 square feet as calculated from the survey, excluding the anchor trench.

The length of the anchor trench is 414'.

Please call me with any questions.

Joe Don Mahoney  
Project Manager  
dennis ENGINEERING company  
lasting solutions towards a better civilization  
po box 909 (21 main st., ste. 201)  
edgewood, mn 87015  
(o) 505.281.2880  
(f) 505.281.3640  
(e) joe@decnm.com

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# INVOICE

3204 RICHARDS LANE • SANTA FE, NEW MEXICO 87507  
(505) 471-1101 • FAX (505) 471-2245  
8528 CALLE ALAMEDA NE • ALBUQUERQUE, NEW MEXICO 87113  
(505) 857-0933 • FAX (505) 857-0803  
2805-A LAS VEGAS COURT • LAS CRUCES, NEW MEXICO 88007  
(575) 526-6260 • FAX (575) 523-1660

DATE	NUMBER
Sep 22, 2014	77911

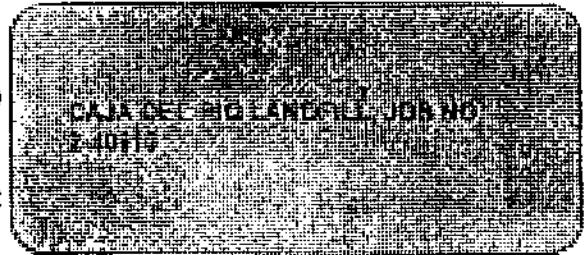
## REMIT TO:

3204 RICHARDS LANE, SANTA FE, NEW MEXICO 87507

# CLIENT

ENVIRO WORKS, LLC  
P.O. BOX 340  
EDGEWOOD, NM 87015

**PROJECT**



SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
09/19 D-698				
09/19 D-698		2.00	95.00	190.00
09/19 SIEVE ANALYSIS		7.00	45.00	315.00
09/19 PLASTICITY INDEX		2.00	45.00	90.00

TERMS OF PAYMENT: NET 30 DAYS. PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS WILL BE CHARGED INTEREST OF 1.5 PERCENT PER MONTH (APR 18%).

SUBTOTAL	595.00
SALES TAX	41.65
TOTAL	\$636.65

INVOICE DUE: Oct 3 7 2014





(575) 526-6260 • FAX (575) 523-1660

DATE

## NUMBER

Dec 18, 2014

78678

## REMIT TO:

3204 RICHARDS LANE, SANTA FE, NEW MEXICO 87507

## CLIENT

ENVIRO WORKS, LLC  
P.O. BOX 340  
EDGEWOOD, NM 87015

# PROJECT

## CAJA DEL MOLANOFILL, JOB NO. 100014

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
12/03 SIEVE ANALYSIS				
12/03 SIEVE ANALYSIS		9.00	45.00	405.00
12/08 SIEVE ANALYSIS		3.00	45.00	135.00

TERMS OF PAYMENT: NET 30 DAYS. PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS WILL BE CHARGED INTEREST OF 1.5 PERCENT PER MONTH (APR 18%).

INVOICE DUE: Jan. <sup>39</sup>, 2015

SUBTOTAL

540.00

SALES TAX

**37.80**

**TOTAL**

**\$577.80**

# MEMORANDUM

---

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 8, 2015  
**Subject:** Request for Approval of Amendment No. 3 to Professional Services Agreement with Louis Berger Group (Domestic), Inc. (Formerly Leidos, LLC) of Tampa, FL, to Update the Santa Fe County Solid Waste Ordinance and Provide Procurement Services for the Solid Waste and Recycling Collection Service in the Urbanized Areas of the County as a Result of the Solid Waste Assessment and Management Study in the Amount of \$44,800.00 (RFP No. '13/16/P).

## BACKGROUND AND SUMMARY:

On March 21, 2013, the Board approved a Professional Services Agreement (Agreement) to SAIC Energy, Environmental & Infrastructure LLC of Austin, TX, for Professional Services for the Solid Waste Assessment and Management Study for the Santa Fe Solid Waste Management Agency, the City of Santa Fe, and Santa Fe County in amount of \$406,996.00 (RFP No. '13/16/P).

On February 26, 2014, the Agency approved Amendment No. 1 to extend the Agreement to March 25, 2015, to amend notices, and to change the company name from SAIC Energy, Environmental & Infrastructure LLC to Leidos Engineering LLC. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

On September 18, 2014, the Board approved Amendment No. 2 to include additional costs incurred by Leidos Engineering LLC due to the complexity of gathering data required by the city and Agency, receiving updated information, re-running financial and operational analyses with new data.

Amendment No. 3 will increase the Agreement in an amount not to exceed \$44,800.00. The Agency is the contract administrator for the project. Santa Fe County will commit to fund the entire amount of the project. The amendment will also extend the Agreement to January 16, 2015. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Louis Berger Group (Domestic), Inc. (Louis Berger) has provided Santa Fe County (County) with a proposal to support the County's procurement of solid waste, recycling and potentially brush/bulky collection services in the 'urbanized' areas of the County (service area yet to be finalized). This procurement of new services comes as a result of the Solid Waste Assessment and Management Study which was executed in 2013. The Louis Berger Team will include Dave Yanke of NewGen Strategies and members of his staff and will focus on providing services according to the task list below.

Task 1: Kickoff Meeting and Project Management

- Task 2: Development of an Updated County Solid Waste Ordinance
- Task 3: Preparation of Procurement Documents
- Task 4: Pre-Proposal Meeting and Coordination
- Task 5: Evaluation of Proposal
- Task 6: Facilitation of Proposer Interviews (optional)
- Task 7: BCC Meeting/Executive Session
- Task 8: Contract Negotiation (Allowance to be billed time and expense)
- Task 9: Out-Of-Pocket Expenses

Additional services which are requested by the County will be billed on a time and expense basis, based on the rates included in the proposal.

#### **ACTION REQUESTED:**

The Agency requests approval of Amendment No. 3 to the Professional Services Agreement with Louis Berger Group to update the Santa Fe County Solid Waste Ordinance and provide procurement services for the solid waste and recycling collection service in the urbanized areas of the County as a result of the Solid Waste Assessment and Management Study in the amount of \$44,800.00.

The Agency also requests approval of budget increase to 52501.510300 (Professional Services) and 51500.470400 (Reimbursed Revenues) in the amount of \$ 44,800.00.

- Attachments:
- 1) Budget Adjustment Request
  - 2) Professional Services Agreement – Amendment No. 3
  - 4) Professional Services Agreement – Amendment No. 2
  - 5) Professional Services Agreement – Amendment No. 1
  - 6) Professional Services Agreement

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**ATTACHMENT**

**Budget Adjustment Request**

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

# \_\_\_\_\_

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	---(Finance Dept Use Only)---		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Professional Services- SF COUNTY	52501.510300		DR	44,800.00	
Santa Fe County Reimb of Amend	51500.470400		CR	(44,800.00)	
<b>JUSTIFICATION:</b> (use additional page if needed) -Attach supporting documentation/memo				<b>TOTAL</b>	-

BAR to increase Professional Services for Amendment 3 to Louis Berger Group ( formerly Leidos Engineeing LLC)

in the Amount of \$44,800. and BAR to Increase Reimbursement Revenue to collect amount from SF County

for Amendment #3. Approved at JPB Meeting of January 15,2015

		<b>CITY COUNCIL APPROVAL</b>			
Angelica G. Salazar	Date	City Council	Approval Required <input type="checkbox"/>	Budget Officer	Date
		City Council	Approval Date <input type="text"/>	Finance Director	Date
		Agenda Item #:	<input type="text"/>	City Manager	Date
Randall Kippenbrock, P.E. Exec Director	Date				

**ATTACHMENT**

Professional Services Agreement - Amendment No. 3

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT  
(Solid Waste Assessment and Management Study - 2013)

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 21, 2013 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Louis Berger Group (Domestic), Inc. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide financial and operational assessment services to the Agency, the City of Santa Fe and Santa Fe County.

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 the Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services, is hereby amended to include additional services for Santa Fe County, as contemplated in the Scope of Work of the Agreement. The services to be performed pursuant to this Amendment No. 3 consist of updating the Santa Fe County's solid waste ordinance and to support the County's procurement of solid waste, recycling and potentially brush/bulky collections services in the urbanized areas of the County (i.e., contract, franchising) as recommended in the December 2014 Solid Waste Assessment and Management Study Final Report. The services are further described in Exhibit A to this Amendment No. 3, which is attached hereto and incorporated by reference into the Agreement. Article 3 is amended

to read in its entirety:

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A and set forth in Exhibit A to Amendment No. 3.

## **2. COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of (Forty-Four Thousand Eight Hundred Dollars and No Cents (\$44,800.00)) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Four Hundred Eighty-Seven Thousand Six Hundred Twenty-Six Dollars and No Cents (\$487,626.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$406,966.00
AMENDMENT NO. 1	\$0.00
AMENDMENT NO. 2	\$35,860.00
AMENDMENT NO. 3	\$44,800.00
CONTRACT TO DATE	\$487,626.00

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

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the Fee Schedule attached hereto in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized.

**3. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define 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 January 15, 2016, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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 the Contractor and approved by the Joint Powers Board.

**4. NOTICES**

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

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, 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. Neil Callahan  
Vice President  
Louis Berger Group (Domestic), Inc.  
3030 North Rocky Point Drive West, Suite 270  
Tampa, FL 33607

**5. AGREEMENT IN FULL FORCE**

Except as specifically provided in this Amendment, the Agreement remains and shall

remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Miguel Chavez  
Chairperson

\_\_\_\_\_  
Date:

ATTEST:

\_\_\_\_\_  
Geraldine Salazar  
Santa Fe County Clerk

CONTRACTOR:

\_\_\_\_\_  
Neil Callahan  
Vice President  
Louis Berger Group (Domestic), Inc.

\_\_\_\_\_  
Date:

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

\_\_\_\_\_  
Date:

**EXHIBIT A**

Louis Berger Group (Domestic), Inc.

Scope of Work  
for

Amendment No. 3  
Solid Waste Assessment and Management Study

RFP No. '13/16/P

December 22, 2014

Mr. Adam Leigland, P.E.  
Director of Public Works  
Santa Fe County  
424 NM SR 599  
Santa Fe, NM 87504-276

**Subject: Solid Waste Procurement Proposal**

Dear Mr. Leigland:

Louis Berger Group (Domestic), Inc. (Louis Berger) is pleased to present this proposal to the Santa Fe County (County) to support the County's procurement of solid waste, recycling and potentially brush/bulky collection services in the "urbanized" areas of the County (service area to yet be finalized). The Louis Berger Team will include Dave Yanke of NewGen Strategies and members of his staff. Per our prior discussions, we have developed a proposal offering assistance with the key components associated with a procurement (and as requested by the County). Provided below is a description of the scope of work for each support task, as well as a table summarizing the project fees associated with these services.

## **Project Approach**

At present the County currently offers its citizens solid waste and recycling services through the use of Citizen Convenience Centers (CCCs) as well as collection by various private operators in various parts of the County – which is not mandatory. The County is considering issuing a solicitation for residential solid waste and recycling collection services (and potentially brush/bulky). This scope of work addresses assisting the County in developing criteria and boundaries for the collection service areas, developing the procurement documents, evaluation of proposals, as well as assistance with contract negotiations.

Note that historically the Louis Berger Team has prepared solid waste and recycling procurement documents that provided for the successful proposer to reimburse the government agency for our work. The County may wish to consider this cost recovery method in its collection procurement process.

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- Develop an understanding of the project approach and schedule
- Discuss methodology for selecting the service areas; and
- Clarify any questions regarding the procurement process.

In addition to the above objectives, the meeting is designed to discuss the advantages and disadvantages of various aspects of the procurement process. They may include evaluation of the following:

- Type of procurement process (i.e. Request for Proposals, Invitation for Bids or a Two-step Process);
- Evaluation criteria and weighting;
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- Initial and renewal terms of the agreement;
- Whether to have the contractor or County provide carts;
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The Louis Berger Team will provide a copy of the agenda and any handout materials in advance of the meeting. In addition, we will deliver a memorandum summarizing the meeting and procurement options analysis.

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## Task 3: Preparation of Procurement Documents

As part of Task 3, the Louis Berger Team will assist the County in the preparation of solid waste and recycling collection procurement documents. For all parts of this task, the Louis Berger Team will coordinate with the County's Purchasing Department and County Attorney and will rely on the County for any standard County language to be included in procurement documents. In order to minimize negotiations with proposers, the Louis Berger Team recommends including a draft contract in the procurement documents. This task includes the preparation of the Request for Proposals and the Solid Waste and Recycling Services Contract.

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- Scope of Services (i.e. frequency, set-out limits);
- Proposal format (i.e. organization, required information);

- Proposal forms (i.e. forms regarding equipment, personnel, experience, costs)
- Selection criteria including one or multiple haulers per area, qualifications of service providers, use of area specific subcontractors (if desired by County); and
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- Definitions;
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- Inspection Rights;
- Equipment and Personnel Requirements;
- Liquidated Damages; and
- Other sections of the contract.

The Louis Berger Team will prepare two drafts and one final version of the procurement documents. Upon delivery of the draft version of the procurement documents, the Louis Berger Team's Project Manager will participate in one on-site meeting with County staff to discuss the first draft procurement documents. Additional follow-up discussions will be conducted by telephone. The County will be responsible for consolidating comments to the draft procurement documents from multiple reviewers for incorporation by the Louis Berger Team. The County will be responsible for final production and distribution of the procurement documents to potential proposers. The Louis Berger Team will assist the County in notifying potential proposers.

#### **Task 4: Pre-Proposal Meeting and Coordination**

Mr. Yanke will attend the pre-proposal meeting in person to assist the County in responding to questions related to the procurement package. With input from the County, the Louis Berger Team will prepare a written response to questions presented by the respondents at the pre-proposal meeting. In addition, the Louis Berger Team will assist the County in answering questions received from respondents prior to and after the pre-proposal meeting.

If necessary, the Louis Berger Team will make revisions to the procurement package (via addenda) based on the results of the pre-proposal meeting and responses to questions. The Louis Berger Team will provide the revised procurement package and questions/responses to the County for distribution to all interested vendors.

The Louis Berger Team requests that the County arrange for the meeting room, provide a sign-in-sheet and copies of any handouts, record the meeting, and take notes to document vendor questions and staff/consultant responses.

#### **Task 5: Evaluation of Proposals**

The Louis Berger Team will perform an evaluation of up to four (4) proposals received in response to the RFPs for solid waste and recyclable services. The goal of this task is to evaluate proposals based on the evaluation criteria set forth in the RFP.

As part of the evaluation of proposals, the Louis Berger Team would:

- Review and evaluate respondents technical capability (may include such things as evaluation of proposed equipment, proposed work plan, etc.);
- Review of respondent's experience;
- Evaluate cost proposals via Excel model; and,
- Evaluate alternative contract language and or service procedures submitted by respondents, if applicable.

Upon conclusion of the evaluation, Mr. Yanke will participate in one on-site meeting with County staff to discuss the results of the findings.

This task does not include identification of proposals as compliant or non-compliant with proposal procedures (i.e. attendance at mandatory pre-proposal meeting, submittal on or prior to due date and time, signed by an authorized agent, contains a statement to the effect that the proposal is firm for the required period from the closing date, etc.) since it is assumed that the identification of proposals as compliant and non-compliant will be performed by the County's Purchasing Department. In addition, this task does not include the evaluation of proposer's financial stability, litigation history or other criteria not specific to solid waste and recycling.

### **Task 6: Facilitation of Proposer Interviews (Optional)**

Upon completion of the proposal evaluation, the Louis Berger Team will assist the County with the facilitation of proposer interviews. As part of this task, the Louis Berger Team would:

- Assist with identifying proposers to be interviewed;
- Develop questions for proposer interviews, and
- Participate in proposer interviews.

The budget for this task assumes that Mr. Yanke will attend one (1) day of proposer interviews at County offices.

### **Task 7: Board of County Commissioners (BCC) Meeting/Executive Session**

Based on discussions with the County, the Louis Berger Team has included one BCC meeting/executive session in the scope of services. The meeting will be designed to discuss the status of the study and facilitate discussion with County Commissioners. Mr. Yanke will participate in person for each meeting/executive session at County offices.

### **Task 8: Contract Negotiations**

As part of Task 8, the Louis Berger Team will provide contract negotiations assistance to the County. The Louis Berger Team has extensive experience in solid waste and recyclables collection contract negotiations and can provide both technical and financial input. The Louis Berger Team has customized this task to allow for flexibility in the role played by the Louis Berger Team. The Louis Berger Team's role in the contract negotiations will be determined by various factors including but not limited to:

- Approach selected by the County (i.e. negotiate with one company or with multiple companies simultaneously);
- Composition of the negotiations team (i.e. technical, legal and financial);
- Number of contracts awarded (i.e. one or multiple contracts); and
- Other factors related to the solid waste and recycling procurement.

The cost for this task would depend on the length and duration of the contract negotiation process. Based on our experience, the Louis Berger Team has priced this task assuming 24 hours would be required to support the County's negotiation efforts. As part of this task, the Louis Berger Team could conduct activities including, but not limited to, the following:

- Onsite meetings with prospective provider(s);
- Conference call with County staff and/or service provider(s);
- Updating financial analysis to reflect negotiated rates;
- Review of proposed amendments to contract; and
- Other tasks as needed.

The Louis Berger Team recognizes that the amount of time will vary based on the pace and progress of the negotiations. This task will be billed on a time and expense basis, and will not exceed the authorized amount unless authorized in writing by the County.

## **SUBCONSULTANT SERVICES**

It is important to note that members of the Louis Berger Team assigned to this project are not offering legal advice. If necessary, we will recommend the need for an outside attorney at the County's request. The County shall approve in advance the use of any subconsultant services.

## **ADDITIONAL SERVICES**

The Louis Berger Team can provide additional services that are outside of the Scope of Services described above if needed and requested by the County. In the event additional services are requested by the County, such additional services would be billed on a time and expense basis. Included below is a summary of Additional Services that could be provided by the Louis Berger Team.

### **OPTIONAL TASK 1: ADDITIONAL MEETINGS**

At the request of the County, the Louis Berger Team is available to participate in additional meetings not included in the Scope of Services above.

## **PROPOSED PROJECT SCHEDULE**

The following table summarizes the timeline for the procurement process, assuming the Louis Berger Team receives the County's notice-to-proceed (NTP) by January 1, 2015. Details of the schedule will be contingent upon the timing of the Louis Berger Team receiving the notice-to-proceed.

Task	Schedule
Develop and update ordinance	January – March 2015
Develop RFP documents	January – April 2015
Notify haulers regarding upcoming procurement	February 2015
Issue legal advertisement	Day before release of RFP
Release RFP	Early April 2015
Pre-proposal meeting	Mid-April (two weeks after release)
Proposals Due	Early June 2015
Evaluate Proposals and Facilitate Interviews (Interviews may be optional)	Early August 2015
Negotiate Contracts	Late August – Early September 2015
Make recommendations/ award franchise	October 2015
Hauler transition, start-up prep and cart purchase (if necessary)	TBD
Contract Start-up*	March 2016 (TBD)

\* the Louis Berger Team can assist with the noted tasks as Additional Services

## FEES

The proposed fees for completing the scope of work are provided in the table below.

Task	Description	Proposed Cost
1	Kickoff Meeting and Project Management	\$ 2,280
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8	Contract Negotiations (Allowance to be billed time and expense)	\$ 5,520
9	Out-Of-Pocket Expenses	\$ 2,500
	<b>Proposed Budget</b>	<b>\$ 44,800</b>

If additional services are requested, they will be billed to the County on a time and expense basis, based on the following billing rates:

Role	Rate
Project Manager	\$245
Senior Consultant	\$180 to \$216
Consultant	\$85 to \$125
Administrative	\$50

## Conclusion

The Louis Berger Team appreciates this opportunity to assist Santa Fe County with this procurement. If there are any questions concerning this proposal please feel free to contact me at 407-362-8608 or [dgregory@louisberger.com](mailto:dgregory@louisberger.com). We look forward to working with you on this important engagement.

Sincerely,

Louis Berger Group (Domestic), Inc.



David Gregory  
Senior Project Manager

December 22, 2014

Mr. Adam Leigland, P.E.  
Director of Public Works  
Santa Fe County  
424 NM SR 599  
Santa Fe, NM 87504-276

**Subject: Solid Waste Procurement Proposal**

Dear Mr. Leigland:

Louis Berger Group (Domestic), Inc. (Louis Berger) is pleased to present this proposal to the Santa Fe County (County) to support the County's procurement of solid waste, recycling and potentially brush/bulky collection services in the "urbanized" areas of the County (service area to yet be finalized). The Louis Berger Team will include Dave Yanke of NewGen Strategies and members of his staff. Per our prior discussions, we have developed a proposal offering assistance with the key components associated with a procurement (and as requested by the County). Provided below is a description of the scope of work for each support task, as well as a table summarizing the project fees associated with these services.

## **Project Approach**

At present the County currently offers its citizens solid waste and recycling services through the use of Citizen Convenience Centers (CCCs) as well as collection by various private operators in various parts of the County – which is not mandatory. The County is considering issuing a solicitation for residential solid waste and recycling collection services (and potentially brush/bulky). This scope of work addresses assisting the County in developing criteria and boundaries for the collection service areas, developing the procurement documents, evaluation of proposals, as well as assistance with contract negotiations.

Note that historically the Louis Berger Team has prepared solid waste and recycling procurement documents that provided for the successful proposer to reimburse the government agency for our work. The County may wish to consider this cost recovery method in its collection procurement process.

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- Type of procurement process (i.e. Request for Proposals, Invitation for Bids or a Two-step Process);
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The Louis Berger Team will provide a copy of the agenda and any handout materials in advance of the meeting. In addition, we will deliver a memorandum summarizing the meeting and procurement options analysis.

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## Conclusion

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Sincerely,

**Louis Berger Group (Domestic), Inc.**



David Gregory  
Senior Project Manager

**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Solid Waste Assessment and Management Study - 2013)

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 21, 2013 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Leidos Engineering LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

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 the 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 (Thirty-Five Thousand Eight Hundred Sixty Dollars and No Cents (\$35,860.00)) so that Article 3 reads in its entirety as follows:

- A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Four Hundred Forty-Two Thousand Eight Hundred Twenty-Six Dollars and No Cents (\$442,826.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$406,966.00
AMENDMENT NO. 1	\$0.00
AMENDMENT NO. 2	\$35,860.00
CONTRACT TO DATE	\$442,826.00

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

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the Fee Schedule attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses shall be itemized.

## 2. NOTICES

Article 22, Notices of the Agreement is amended to define the term of the Agreement, so that Article 22 reads in its entirety as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, 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. David Gregory  
Assistant Vice President  
Leidos Engineering LLC  
3030 North Rocky Point Drive West, Suite 470  
Tampa, FL 33607

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

A new Article 23, Compliance with Laws and Regulations, Prohibitions of Bribes, Gratuities, and Kickbacks, is amended to the Agreement, so that the new Article 23 reads in its entirety as follows:

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 kick-backs.

4. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

Miguel Chavez  
Miguel Chavez  
Chairperson

9/18/14  
Date:



ATTEST:

Geraldine Salazar  
Geraldine Salazar  
Santa Fe County Clerk  
10-17-2014

CONTRACTOR:

Sam Benouty  
~~David Gregory~~ Sam Benouty  
~~Assistant~~ Vice President  
Leidos Engineering LLC

09 OCT 2014  
Date:

APPROVED AS TO FORM:

Justin W. Miller  
Justin W. Miller  
Agency Attorney

9/18/14  
Date:

**EXHIBIT A**

Leidos Engineering LLC

RFP No. '13/16/P



August 11, 2014

via email to rkippenbrock@sfswwma.org

Mr. Randall Kippenbrock, P.E.  
Executive Director  
Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, New Mexico 87506-8342

**Subject: Request for an additional \$35,860 to complete the Solid Waste Assessment and Management Study (Study)**

Dear Mr. Kippenbrock:

Leidos Engineering, LLC (Leidos), formerly SAIC Energy, Environment & Infrastructure, LLC, was retained in March of 2013 to complete a comprehensive assessment of the solid waste operations for the City, County and Agency. The original timeframe had the project being completed in mid-March 2014. For a number of reasons (listed below) the project is estimated to be completed in September/October 2014, or approximately six months later than originally planned. These delays in timing have added additional costs to the Leidos Team's effort as the delays in getting the initial information, then receiving updated information, and then re-running financial and operational analyses with new data have resulted in additional costs being incurred in order to complete this project.

At this point, the City and County Sections of the Study have been completed and are Final. We are now completing the Agency Section and System-wide Issues Section, with draft sections to be completed in mid-August and provided to the Agency for review and comment. I would emphasize that the City and County are very happy with the quality of work product received. In fact, the County has already entered into discussions regarding additional services with the Leidos Team to assist in implementing one of the key recommendations made by our project team (organized collection of waste in the "urban core" of the unincorporated portion of the County).

Enclosed in this letter is a summary of the key delays encountered throughout the life of the project.

## **Santa Fe County Delays**

Minor delays were incurred during the completion of the County Section due to the need to coordinate meetings with various County staff, the Solid Waste Task Force and then presentation(s) to the Board of County Commissioners.

## **City of Santa Fe Delays**

Due to the variety and complexity of the various services offered by the City (residential and commercial garbage collection and recycling collection services, etc.) a number of delays were involved in getting the large amounts of financial, operational and billing data from the City (and in some cases the Agency, to support the City related analysis). Finally in some cases after spending significant amounts of time to gather data, it was determined that the data received was not the most current data and additional time was spent gathering more current information as well as sampling/extrapolating data gathered by Leidos during our ride alongs on the various routes.

During the conduct of the cost of service study for the City we dealt with a number of delays in receiving data, changes in customers counts (due to revised annexation estimates), loading into the financial model of FY 2015 after initially starting with the FY 2014 solid waste budget, as well as numerous changes to the Capital Improvement Plan. Finally, due to the appointment of a new Solid Waste Director as the other one retired at the end of calendar year 2013, there were some delays as the new Solid Waste Director had many other more pressing responsibilities in addition to providing data to consultants, meeting with consultants (in person and via conference call) and reviewing various analyses provided by the consultants.

Examples of a few of the changes that continued to occur in the spring of 2014, as we were attempting to complete the cost of service included the following:

- Customer counts were changed three times as assumptions were fine-tuned by the City with regard to the final annexation totals for residential and commercial customers.
- Allocations were changed for various residential and commercial services based on the changes in customer counts and therefore resulted in analysis being redone and being reproofed several times.
- Vehicle replacement assumptions (dollar amount, type of vehicles) were changed several times during the course of the study resulting in the cost of service study needing to be updated.
- Capital improvements for Frank Ortiz landfill costs, cart/dumpster replacement schedules were modified.
- Bond issue for the new fleet services facility was updated.
- At various times departmental line items needed to be updated in the cost of service/City budget, at the request of staff, which required updating and modifying the revenue requirement, allocations and rates.
- Upon issuance of the draft report, and after review of the report by City staff, we were told to issue the final report, which we did. After issuance of the final report we were asked to make changes to the final report.

It is important to note that as changes were made to the cost of service analysis, they impacted the operational analysis (Residential and Commercial Collection Reviews, Sections 2 and 3) resulting in analysis having to be updated several times on the operational sections of this report.

## **Santa Fe Solid Waste Management Agency Delays**

The following changes have been made since the initial draft cost of service analysis was issued:

1. Updated the test year from the FY 2014 budget to the FY 2015 budget. It was also necessary to revisit adjustments made with the original FY 2014 budget, to make sure they were consistent with the FY 2015 budget.
2. Updates to BuRRT tonnage and revenues were provided several times during the course of the analysis.
3. Updates to the equipment related operations and maintenance costs allocations, by service category.
4. Delays in receiving data from staff, due to their having to focus on operational and management issues at the landfill and BuRRT.

## **Additional Hours Required**

The following additional hours on the project, by consultant, is shown below:

- Jessica Terry, 30 hours at \$150 per hour, \$4,500
- Stephanie Crain, 126 hours at \$150 per hour, \$18,900
- David Gregory, 8 hours at \$210 per hour, \$1,680
- ♦ David Yanke, 44 hours at \$245 per hour, \$10,780

**TOTAL \$35,860**

It is estimated that the additional funding requested to complete the Study is associated with each of the following entities on a percentage basis:

County 5% or \$1,793

Agency 15% or \$5,379

City 80% or \$28,688

We respectfully request that these additional funds be provided so as to allow us to complete this project for the three governmental entities. We would emphasize that the cost savings identified to date that can

Randall Kippenbrock, P.E.

August 11, 2014

Page 4

be realized on an annualized basis already outweigh the one-time cost associated with the conduct of this study. We are also convinced that when the City, County and Agency implement the recommendations that we are providing, they will find a solid waste utility(ies) that can operate more efficiently and communicate more effectively.

If there are any questions concerning this request please feel free to contact me at 407-648-3571 or david.gregory@leidos.com. We look forward to working with you on this important engagement.

Sincerely,

**Leidos Engineering, LLC**

A handwritten signature in black ink, appearing to read 'D. Gregory', is positioned above the printed name.

David Gregory

Assistant Vice President

**ATTACHMENT**

Professional Services Agreement - Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Solid Waste Assessment and Management Study - 2013)

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated March 21, 2013 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Leidos Engineering LLC (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, the Contractor has agreed to provide professional engineering and environmental services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

**1. TERM AND EFFECTIVE DATE**

Article 5, Term and Effective Date of the Agreement is amended to define 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 shall terminate on March 21, 2015, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional 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 the Contractor and approved by the Joint Powers Board.

2. **NOTICES**

Article 22, Notices of the Agreement is amended to define the term of the Agreement, so that Article 22 reads in its entirety as follows:

Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, 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

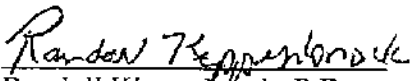
CONTRACTOR: Mr. David S. Yanke  
Vice President  
Leidos Engineering LLC (formerly SAIC Energy, Environmental & Infrastructure, LLC)  
5806 Mesa Drive, Suite 310  
Austin, TX 78731

3. **AGREEMENT IN FULL FORCE**

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

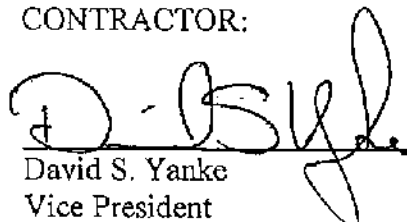
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

  
Randall Kippenbrock, P.E.  
Executive Director

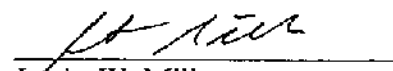
2-26-14  
Date:

CONTRACTOR:

  
David S. Yanke  
Vice President  
Leidos Engineering LLC

2-27-14  
Date:

APPROVED AS TO FORM:

  
Justin W. Miller  
Agency Attorney

2/26/14  
Date:

**ATTACHMENT**

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Solid Waste Assessment and Management Study - 2013)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and SAIC Energy, Environment & Infrastructure, LLC (the "Contractor") for Solid Waste Assessment and Management Study (RFP No. '13/16/P) 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 professional services subject to this Agreement are set forth in the Scope of Work 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, and shall perform its services in a manner consistent with that degree of care and skill ordinarily exercised by members of the profession currently practicing under similar circumstances in the same locale. No other warranty, express or implied, is made or intended related to the services provided.

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 Four Hundred Six Thousand Nine Hundred Ninety-Six Dollars and No Cents (\$406,996.00).

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

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

D. Detailed statements containing reimbursement expenses 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, 2014, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional 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 and approved by the Joint Powers Board.

6. TERMINATION

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. 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.

The Contractor may terminate this Agreement upon ten (10) days written notice to the Agency if the Agency (i) fails to make any payment which it is obligated to make under Article 3 or (ii) fails to discharge any other material obligation within thirty (30) days of receipt of written notice from Contractor.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional 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 Contractor in the performance of this Agreement which has been reduced to writing and clearly identified as confidential information at the time of its disclosure by each page being marked with an appropriate legend indicating that the information is deemed confidential by the Agency, 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 professional liability insurance of \$2,000,000 for each claim, 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 Contractor shall provide the Agency with written notification no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Memorandum 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 Work 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

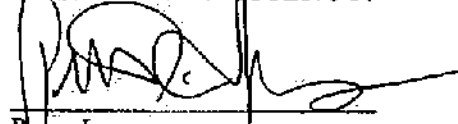
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. David S. Yanke  
Vice President  
SAIC Energy, Environmental & Infrastructure, LLC  
5806 Mesa Drive, Suite 310  
Austin, TX 78731

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

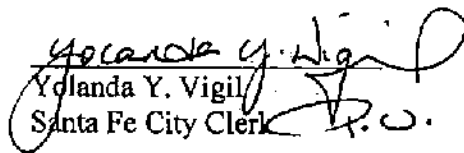
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:



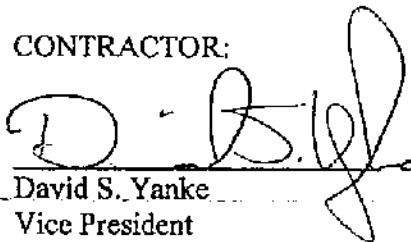
Peter Ives  
Chairperson

3/21/13  
Date:

ATTEST:

  
Yolanda Y. Vigil  
Santa Fe City Clerk

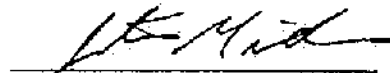
CONTRACTOR:



David S. Yanke  
Vice President  
SAIC Energy, Environmental & Infrastructure, LLC

4/2/13  
Date:

APPROVED AS TO FORM:



Justin W. Miller  
Agency Attorney

3/21/13  
Date:

**EXHIBIT A**

**SAIC**

**Scope of Work  
for**

**Solid Waste Assessment and Management Study  
for the**

**Santa Fe Solid Waste Management Agency  
City of Santa Fe  
and  
Santa Fe County**

**RFP No. '13/16/P**

## Memorandum



To: Randall Kippenbrock, P.E., Santa Fe Solid Waste Management Agency  
Cindy Padilla, City of Santa Fe  
Craig O'Hare, Santa Fe County

From: Dave Yanke, SAIC

Subject: Scope of Services for Solid Waste Assessment and Management Study

Date: March 8, 2013

SAIC has developed a scope of services and labor budget for each entity (Agency, City and County) as well as a fourth scope and labor budget titled Systemwide Issues (dealing with issues common to all three entities such as flow control, education, meetings associated with the project). These four detailed scopes and labor budgets have been developed by SAIC to ensure that the critical financial and operational concerns of each entity are appropriately addressed in the project's scope of work, as well as the overall issues that are common to all three entities with the primary goal of this study to increase operational efficiencies while striving to increase diversion/recycling within Santa Fe. The scopes and corresponding budgets are provided as follows:

- A. Santa Fe Solid Waste Management Agency Scope of Services
- B. City of Santa Fe Scope of Services
- C. Santa Fe County Scope of Services
- D. Systemwide Issues

Table 5 provides a detailed description of the reimbursable expenses for trips associated with touring the landfill, BuRRT; riding residential and commercial vehicles, county ordinance meetings with county legal staff, etc. This table also provides a detailed listing of the meetings associated with the conduct of the study, specific to each governmental entity as well as those meetings that will be attended by all three entities. Table 6 provides a detailed description of how the Systemwide Issues were allocated amongst the three entities, as well as the reimbursable expenses, and the New Mexico Gross Receipts Tax.

Total proposed fees for this project (labor, reimbursable expenses and New Mexico Gross Receipt Tax) for each of the three entities is as follows:

Item	Budget
Santa Fe Solid Waste Management Agency	\$119,883
City of Santa Fe	\$197,582
Santa Fe County	\$89,551
<b>Total Project Cost</b>	<b>\$406,996</b>

Please review the attached scope of services and contact me at 512-651-6401 with any comments or questions regarding the attached scope of services and budget. We look forward to working with Santa Fe on this important project.

*SAIC Energy, Environment & Infrastructure, LLC*

5806 Mesa Drive, Suite 310 | Austin, TX 78731 | tel: 512.450.0991 | fax: 512.450.0515 | [saic.com/EEandI](http://saic.com/EEandI)

## **Scope of Services**

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**1. Cost of Service – Define Cost of Service for all services provided by the Agency  
(Will consist of a FY 2013 baseline cost and a 5 year forecast, FY 2014- FY 2018)**

- Caja del Rio Landfill
  - Municipal solid waste
  - Construction and demolition debris (C&D)
  - Petroleum contaminated soil
  - Sludge
  - Other
- Buckman Road Recycling and Transfer Station (BuRRT)
  - Transfer station
  - Material recovery facility
  - Household hazardous waste collection
  - Green waste processing
    - Glass recycling
    - White goods
    - Tires
    - E-waste
    - Other
- Evaluate current rate structure
  - Caja del Rio Landfill
  - BuRRT

**2. Conduct operational assessment of Caja del Rio Landfill <sup>(1)</sup>**

- Review current operations (staffing, equipment, etc.)
- Evaluate daily operational metrics (airspace utilization, customer turn-around time, traffic management, litter abatement, safety, etc.)
- Evaluate performance of contractor, based on contract terms
  - Basalt blasting and removal operation
  - RFP/Lease/Royalty options

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<sup>1</sup> Will require 2 consultants on-site for 2 days at the Landfill; and 2 days at BuRRT

- Evaluate feasibility of long hauling MSW, closure and/or moving of landfill

### **3. Conduct operational assessment of BuRRT facility <sup>(1)</sup>**

- Review current operations (staffing, equipment, etc.)
- Evaluate various flow rates for the MRF (economic sensitivity)
  - 6,500 tons per year
  - 10,000 tons per year
- Evaluate incorporating additional recyclable materials (will evaluate operational processing impacts, sale of materials, contamination, etc.)
  - Plastics #3-7
  - Glass
- Evaluate efficiencies of long-hauling material to different MRF facility (economic analysis of long hauling vs. continued processing at BuRRT)
- Evaluate current JPA between Agency and City to operate BuRRT

### **4. Assessment of Solid Waste Management Agency (Non Landfill or BuRRT related activities) <sup>(2)</sup>**

- Review current staffing, structure, etc.
- Evaluate education and outreach programs (evaluate in conjunction with City and County educational outreach)
  - Residential outreach
  - Commercial outreach
- Other non-landfill activities (as applicable)

### **5. Evaluate Alternative Options**

#### **Evaluate Viability of Future Programs**

- Conduct mulch/ compost market analysis
  - Agency marketing
  - Private marketing
- Green Waste (analysis will evaluate potential expanded stream of green waste vs. end market capacity; life cycle cost analysis of an expanded program – capital and O&M costs)
  - Compost
  - Mulch
  - Evaluate Private operator (PPP)

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<sup>2</sup> Will require 1 consultant on-site for 1-2 days

- Food waste (economic analysis of establishing a program for commercial businesses – capital and O&M costs, education, etc.; potential diversion amounts)
  - Collection
    - Commercial
    - Residential
  - Processing
    - Coordination with City biosolids facility
    - Independent food waste operation
- Reuse – Evaluate the viability of increasing the volume of materials reused
  - Agency developed reuse center at BuRRT
  - Non-profit based reuse center

**Evaluate Out of County Waste**

- Conduct analysis of bringing waste in from outside the County
  - Potential market size
  - Pricing
  - Potential incremental revenue

**Contingency:**

*If required, \$10,000 has been set-aside by the Agency to cover the cost of additional meetings, analyses, etc. These funds would only be accessed if approved by the Executive Director of the Agency.*

Table 1 | Santa Fe Solid Waste Management Agency

**Labor Budget**

Consultant	SAIC						Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
<b>1. Cost of Service</b>							
Hours	24	-	88	-	-	4	116
Cost	\$6,840	\$-	\$9,680	\$-	\$-	\$540	\$17,060
<b>2. Assessment of Caja del Rio Landfill</b>							
Hours	8	-	12	60	-	8	88
Cost	\$2,280	\$-	\$1,320	\$11,400	\$-	\$1,080	\$16,080
<b>3. Assessment of BURRT</b>							
Hours	24	8	60	60	-	8	160
Cost	\$6,840	\$1,720	\$6,600	\$11,400	\$-	\$1,080	\$29,640
<b>4. Assessment of Solid Waste Management Agency</b>							
Hours	32	-	8	-	-	16	56
Cost	\$9,120	\$-	\$880	\$-	\$-	\$2,160	\$12,160
<b>5. Evaluate Alternative Operational Options</b>							
Hours	24	4	48	16	-	24	116
Cost	\$6,840	\$860	\$5,280	\$3,040	\$-	\$3,240	\$19,260
<b>Total Labor Hours</b>	<b>112</b>	<b>12</b>	<b>236</b>	<b>136</b>	<b>0</b>	<b>60</b>	<b>556</b>
<b>Total Agency Cost</b>	<b>\$31,920</b>	<b>\$2,580</b>	<b>\$25,980</b>	<b>\$25,840</b>	<b>\$0</b>	<b>\$8,100</b>	<b>\$94,400</b>

**B. City of Santa Fe**  
**Scope of Services**

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**1. Cost of Service – Define Cost of Service for all services provided by the City**  
**(Will consist of a FY 2013 baseline and a 5 year forecast, FY 2014-FY 2018)**

- Residential Collection
  - Refuse
  - Recycling
  - Large Item
- Commercial Collection
  - Front-load
  - Rear load
  - Roll off
  - Recycling
- Landfill Post-closure
  - Paseo de Vista Landfill
  - Frank Ortiz Landfill
- Container Maintenance Program
- Education and outreach
- Other services (fleet maintenance, etc.)
- Evaluate current rate structure
  - Residential
    - Pay as you throw
    - Sticker/ fee program – large items
  - Commercial rate matrix
    - Recycling discount
    - Other fees (overload, special pick-up, rental fee, etc.)

**2. Conduct Operational Assessment of Residential Collection <sup>(1)</sup>**

- Review current operations (staffing, equipment, routing, etc.)
  - Refuse

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<sup>1</sup> Will require 3 consultants for 3 to 3.5 days of field work for residential and commercial collection assessment (9 to 10.5 total days in the field)

- Recycling
- Large Item
- Evaluate collection efficiency (on-route collection practices, configuration of equipment, setout rate, pre-post trip check, etc.)
- Benchmark operation against other municipalities (evaluating both financial and operational metrics)
- Routing configuration (evaluate routes on a high-level basis - i.e. macro-routing)

### **3. Conduct Operational Assessment of Commercial Collection <sup>(1)</sup>**

- Review current operations (staffing, equipment, routing, etc.)
  - Front-load
  - Rear load
  - Roll off
  - Commercial recycling
    - Mixed commodities
    - Cardboard
- Evaluate collection efficiency (on-route collection practices, configuration of equipment, setout rate, pre-post trip check, etc.)
- Benchmark operation against other municipalities (evaluating both financial and operational metrics)
- Routing configuration (evaluate routes on a high-level basis - i.e. macro-routing)

### **4. Review Non-collection Activities**

- Evaluate fleet maintenance department
  - Turn around time
  - Cost of vehicle down-time
  - Warranty work
  - Staffing levels, hourly rates, etc.
  - Expansion of bay
  - Parts inventory levels
  - CNG v. diesel (cost benefit analysis)
- Evaluate City's vehicle operations against industry standards
  - Vehicle maintenance cost
  - Vehicle back-up ratio
  - Vehicle replacement schedule
- Review container maintenance program/ program cost

## 5. Review Solid Waste Administrative Function

- Audit Solid Waste container counts (billing vs. operational container counts)
- Evaluate education and outreach programs
  - Keep Santa Fe Beautiful
  - Sustainable Santa Fe
  - City activities
- Review of City ordinance, update for changes per operations assessment

## 6. Evaluate Alternative Options

### Evaluate Viability of Future Programs

- Manual vs. automated residential recycling collection (life cycle cost analysis – capital and O&M costs)
  - Collection costs
  - Processing costs
- Evaluate additional materials for recycling (life cycle cost analysis – capital and O&M costs)
  - Cereal boxes
  - Plastics #3-7
  - Other
- Determine cost of glass recycling (life cycle cost analysis – capital and O&M costs)
  - Pros and cons of collecting glass
  - Collection options for glass material
- Evaluate commercial recycling collection (life cycle cost analysis – capital and O&M costs)
  - Mixed recyclables
  - Cardboard
- Evaluate opportunities for City to increase diversion
  - Green Waste
  - Food Waste (comply with New Mexico regulations, etc.)
  - Determine most cost effective/greatest diversion options
  - Provide diversion benchmarks (5 year, 10 year)
  - "Zero waste" how it is defined, how it is applicable to Santa Fe

Table 2 | City of Santa Fe  
**Labor Budget**

Consultant	Dave Yanke	Scott Pasternak	SAIC Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	Total
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
1. Cost of Service							
Hours	20	-	140	-	-	-	160
Cost	\$5,700	-	\$15,400	-	-	-	\$21,100
2. Conduct Operational Assessment of Res Collect							
Hours	40	4	100	16	-	8	168
Cost	\$11,400	\$860	\$11,000	\$3,040	-	\$1,080	\$27,380
3. Conduct Operational Assessment of Commercial Collection							
Hours	40	4	72	16	-	8	140
Cost	\$11,400	\$860	\$7,920	\$3,040	-	\$1,080	\$24,300
4. Review Non-Collection Activities							
Hours	36	-	32	80	-	16	164
Cost	\$10,260	-	\$3,520	\$15,200	-	\$2,160	\$31,140
5. Review Solid Waste Administrative Function							
Hours	8	-	20	-	24	16	68
Cost	\$2,280	-	\$2,200	-	\$3,240	\$2,160	\$9,880
6. Evaluate Alternative Options							
Hours	40	16	120	-	-	16	192
Cost	\$11,400	\$3,440	\$13,200	-	-	\$2,160	\$30,200
Total Labor Hours	185	24	484	112	24	64	893
Total City Cost	\$53,580	\$5,180	\$53,240	\$21,280	\$3,240	\$8,840	\$145,140

C. Santa Fe County

## **Scope of Services**

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1. **Cost of Service – Define Cost of Service for all services provided by the County (Will consist of a FY 2013 baseline cost and a 5 year forecast, FY 2014-FY 2018)**
  - Convenience Centers/ Transfer Stations
    - 7 locations
    - Municipal solid waste
    - Recyclables
    - Other Materials
    - Education and Outreach
  - Evaluate current rate structure
    - Fee
    - Punch card
    - Other
2. **Operational Assessment of Convenience Centers/ Transfer Stations**
  - Review County's existing operational analysis (staffing, equipment, hours of operation, etc.)
  - Benchmark operational performance<sup>1</sup>
  - Provide additional analysis, recommendations and/or affirm County's existing operational recommendations for Convenience Centers/ Transfer Stations
3. **Identify County's Service Levels and Material Flow (curb-side collection)**
  - Identification of private haulers
  - Survey private haulers
    - Areas served
    - Level of service
    - Volume and final destination of material
    - Pricing
  - Survey regional landfills (in contiguous counties, if applicable)
  - Collect information from New Mexico Environment Department relevant to waste flow
  - Summarize operational information for County (non-City) residents and businesses
    - Area served

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<sup>1</sup> Cochise County, AZ; Pima County, AZ and others

- Level of service provided
- Volume of collected materials (putrescible; non-putrescible)
- Amount of diverted materials (recyclables, green waste, etc.)
- Waste flow within County (into/out of County)

#### **4. Evaluate Options for Franchising County Collection<sup>2</sup>**

- Determine areas with sufficient density to merit curb-side collection
- Evaluate viability of franchising
  - Exclusive
  - Non-exclusive
  - Districting
  - Mandatory/Non-mandatory
- Meeting(s) (New Mexico Association of Counties, County Attorney)
- Meetings with County – next steps/ options
- Development of options memorandum

*(We will not exceed \$6,000 in labor hours prior to briefing county officials on the status of this task and whether to proceed further with any more analysis. Briefing expected to occur no later than July or August 2013.)*

#### **5. Review County Administrative Functions<sup>3</sup>**

- Evaluate education and outreach programs
  - Convenience Centers/ Transfer Stations
  - Illegal dumping
  - Other initiatives
- Review County ordinances
  - Provide industry standards for rural ordinances (i.e. outlining density that requires curb-side collection vs. self-haul refuse disposal)

#### **6. Evaluate Alternative Options**

##### **Evaluate Viability of Future Programs**

- Operational changes to Convenience Centers/Transfer Stations
  - Consolidation of facilities
  - Change in hours of operation

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<sup>2</sup> This does not include assisting in a procurement process. That would be conducted during the implementation phase under a separate contract, if desired.

<sup>3</sup> This does not include drafting a new ordinance(s). That would be conducted during the implementation phase under a separate contract, if desired.

- Change in rate structure
- Modify materials accepted – identify potential to increase diversion rates
- Franchising County collection operations
  - Determine financial and operational effect of different franchising structures
  - Exclusive
  - Non-exclusive
  - Districting

Table 3 | Santa Fe County  
**Labor Budget**

Consultant	Dave Yanke	SAIC Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	Total
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
<b>1. Cost of Service</b>							
Hours	12	-	40	-	-	-	52
Cost	\$3,420	\$-	\$4,400	\$-	\$-	\$-	\$7,820
<b>2. Operational Assessment of Convenience Centers / Transfer Stations</b>							
Hours	12	-	24	-	-	20	56
Cost	\$3,420	\$-	\$2,640	\$-	\$-	\$2,700	\$8,760
<b>3. Identify County's Service Levels and Material Flow</b>							
Hours	24	8	40	-	-	40	112
Cost	\$6,840	\$1,720	\$4,400	\$-	\$-	\$5,400	\$18,360
<b>4. Evaluate Options for Franchising County Collection</b>							
Hours	16	-	-	-	80	16	112
Cost	\$4,560	\$-	\$-	\$-	\$10,800	\$2,160	\$17,520
Phase I Preliminary Review	4	-	-	-	32	-	-
Phase II Detailed Review (if desired)	12	-	-	-	48	16	-
<b>5. County Admin Programs</b>							
Hours	8	4	8	-	4	12	32
Cost	\$2,280	\$860	\$880	\$-	\$-	\$1,620	\$5,640
<b>6. Evaluation of Alternative Operational Options</b>							
Hours	8	-	12	-	8	16	44
Cost	\$2,280	\$-	\$1,320	\$-	\$1,080	\$2,160	\$6,840
<b>Total Labor Hours</b>	<b>80</b>	<b>12</b>	<b>124</b>	<b>0</b>	<b>88</b>	<b>104</b>	<b>408</b>
<b>Total County Cost</b>	<b>\$22,800</b>	<b>\$2,580</b>	<b>\$13,840</b>	<b>\$-</b>	<b>\$11,880</b>	<b>\$14,040</b>	<b>\$64,940</b>

## **D. Santa Fe Systemwide Issues**

### **Scope of Services**

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#### **1. Review Education and Outreach Programs**

- Evaluate cost for education and outreach programs (Agency, City and County)
  - Overall cost
  - Per capita
- Identify any overlapping education and outreach efforts
- Provide recommendations to unify and streamline education and outreach programs

#### **2. Evaluate Flow Control**

- Evaluate the rationale of flow control for Santa Fe
- Identify advantages and disadvantages of implementing flow control

Items to be considered include, but are not limited to:

- Landfill capacity
- Financial and environmental impacts of long hauling waste
- Convenient access to disposal
- Cost effective disposal
- Revenue impacts
- Enforcement of illegal dumping

#### **3. Consolidation of Entities or Overlapping Activities**

- Identify any overlapping activities between entities
- Evaluate financial and operational impact of consolidating operational activities
  - Education and outreach
  - Recycling processing
  - Other
- Evaluate financial and operational impact of consolidating entities (as applicable)

#### **4. Meetings**

- Kick-off meeting
- Operational observations and route ride-alongs (i.e. days in field)
  - Agency – Caja del Rio and BuRRT operational observations
  - City – Residential and commercial route ride-alongs

- County – Convenience Centers/ Transfer Stations operational observations
- Status update meetings
  - Mid-project status updates (Agency, City and County)
  - Mid-project meeting(s) for franchising discussion (County, City if applicable)
- Final presentation(s)
  - Solid Waste Advisory Committee
  - City Council
  - County Commissioners
  - Agency Board

Table 4 | Santa Fe Systemwide Issues

**Labor Budget**

Consultant	SAIC						Total
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale	
Hourly Rate	\$285	\$215	\$110	\$190	\$135	\$135	
<b>1. Review Education and Outreach Programs</b>							
Hours	12	-	24	-	-	24	60
Cost	\$3,420	\$-	\$2,640	\$-	\$-	\$3,240	\$9,300
<b>2. Evaluate Flow Control</b>							
Hours	8	24	24	-	8	4	68
Cost	\$2,280	\$5,160	\$2,640	\$-	\$1,080	\$540	\$11,700
<b>3. Consolidation of Entities or Overlapping Activities</b>							
Hours	16	-	16	-	-	16	48
Cost	\$4,560	\$-	\$1,760	\$-	\$-	\$2,160	\$8,480
<b>4. Meetings</b>							
Hours	60	-	32	24	12	56	184
Cost	\$17,100	\$-	\$3,520	\$4,560	\$1,620	\$7,560	\$34,360
Total Labor Hours	96	24	96	24	20	100	380
Total Overall System Cost	\$27,360	\$5,160	\$10,560	\$4,560	\$2,700	\$13,500	\$63,840

**Table 5 | Total Santa Fe Project  
Reimbursable Expenses**

	SAIC					
	Dave Yanke	Scott Pasternak	Jessica Terry	David Gregory	Veronica Roof	Justin Stockdale
<b>A. Agency</b>						
Operations assessments (days in field)	4			4		2
Agency meetings	2			1		2
SWAC meetings	2			1		2
<b>B. City</b>						
Operations assessments (days in field)	3		4	3		
City meetings	3		3			
<b>C. County</b>						
Operations assessments	1		1			2
Franchise Issues	2				1	
County meetings	2					2
<b>D. Systemwide</b>						
Meetings (#)	4		2	1	1	6
Total meetings/days in field	23		10	10	2	16
Number of trips	12		4	3	1	N/A

1. Includes kick-off meeting – Dave Yanke, Jessica Terry and Justin Stockdale

Breakdown for Trips	
Trips (\$1,000 x trip)   \$550 per flight, \$140 rental car, \$200 hotel (on average 2 nights), \$110 meals/incidentals	
Dave Yanke	12
Jessica Terry	4
David Gregory	3
Veronica Roof	1
	20
	\$20,000
Days in field   (20 days, less 7 days already included in \$1,000/trip)	20
13 x \$200/day (hotel, car, meals, incidentals)	\$2,600
Mileage (\$.55 per mile)	\$1,000
(Justin Stockdale, etc.)	
Total Out-of-Pocket Expenses	\$23,600

Table 6 | Total Santa Fe Project  
Allocation of Project Costs

	Agency	City	County	Total
Entity Specific Labor Hours (Tables 1-3)	\$94,400	\$145,140	\$64,940	\$304,480
Adjustment for BuRRT (2)	(\$14,920)	\$14,920	N/A	\$0
Entity Specific Scope Totals (Labor)	\$79,480	\$160,060	\$64,940	\$304,480
Systemwide Tasks				
Task 1: Review Education and Outreach Programs (2)	\$3,100.00	\$3,100.00	\$3,100.00	\$9,300.00
Task 2: Evaluate Flow Control (3)	\$5,850.00	\$2,925.00	\$2,925.00	\$11,700.00
Task 3: Consolidation of Entities or Overlapping Activities (4)	\$2,826.67	\$2,826.67	\$2,826.67	\$8,480.00
Task 4: Meetings (5)	\$8,590.00	\$17,180.00	\$8,590.00	\$34,360.00
Systemwide Project Total (Labor)	\$20,366.67	\$26,031.67	\$17,441.67	\$63,840.00
Reimbursable Expenses (6)	\$8,260.00	\$9,440.00	\$5,900.00	\$23,600.00
New Mexico Gross Receipt Tax (GRT) (7)	\$1,776.60	\$2,030.40	\$1,269.00	\$5,076.00
Contingency (8)	\$10,000			\$10,000
TOTAL	\$119,883.27	\$197,562.07	\$89,550.67	\$406,996.00

Notes:

1. The scope of services for the BuRRT analysis is split 50/50 between the City and Agency, since BuRRT is owned by the City and operated by the Agency. Because what the City elects to do with regard to future recycling options will impact how BuRRT is operated, it is equitable that the cost of analyzing how to optimize this facility be shared equally between the two entities.
2. The education and outreach analysis is allocated equally between all three entities, as they will all benefit equally from this analysis.
3. The flow control analysis is allocated 50% to the Agency and 25% to the City and 25% to the County.
4. Any benefit associated with the consolidation of entities or overlapping activities is projected to be shared equally by all three entities.
5. Meetings are allocated 50% to the City and 25% to the County and 25% to the Agency. It is projected that additional meetings will be required with City staff and elected officials associated with the City's scope of services as there are a greater variety of issues/opportunities that will be studied with regard to the City's scope.
6. Allocated 35% to the Agency, 40% to the City and 25% to the County per staff agreement.
7. Allocated similarly to expenses as this cost is tied to travel and level of effort and time spent in New Mexico.
8. The Agency has committed \$10,000 towards a contingency account. These funds are available for additional meetings and/or analysis. These funds can only be accessed via approval by the Executive Director of the Agency.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** January 9, 2015  
**Subject:** Request for Approval to Negotiate the BuRRT Lease Agreement with the City of Santa Fe.

## BACKGROUND AND SUMMARY:

On September 22, 2005, the Agency Board and the City of Santa Fe entered into a lease agreement for the use of the Buckman Road Recycling and Transfer Station (BuRRT).

On November 3, 2005, the Board approved Amendment No. 1 to the lease agreement. The amendment amended the articles for repair and maintenance, exculpatory clause, and option of the lease. The amendment also created two new articles for property insurance and emergency use.

On December 15, 2010, the Board approved Amendment No. 2 to the lease agreement. The amendment amended the article for the legal description of the BuRRT facility to include the existing Borrow Pit Site 2, which is known as the Green Waste Area, and adding the recycling drop-off center located in the Transfer Station Site 1 area.

The term of the lease terminates on August 1, 2105. The Agency has the option to renew the lease for an additional 10 years by notifying the City of Santa Fe in writing at least 180 days prior to the expiration date.

The current rent is based on a fixed annual lease payment of \$24,000 plus 2% of gross revenues generated by the Agency's operations. Historically, the Agency paid \$57,000-\$65,000 per year.

The Agency is responsible maintaining, at its sole expense, the New Mexico Environment Department (NMED) Solid Waste Facility Permit No. SW95-10(P) and all appropriate permits for the BuRRT facility.

## ACTION REQUESTED:

Staff requests approval to negotiate a new BuRRT lease agreement with the City of Santa Fe.

Attachments: BuRRT Lease Agreement  
BuRRT Lease Agreement - Amendment No. 1  
BuRRT Lease Agreement - Amendment No. 2

**ATTACHMENT**

BuRRT Lease Agreement

LEASE AGREEMENT

This LEASE AGREEMENT (hereinafter "Lease") is made and entered into this 22 day of SEPTEMBER, 2005, by and between the City of Santa Fe, a municipal corporation (hereinafter "Lessor") and the Santa Fe Solid Waste Management Agency (hereinafter "Lessee").

WITNESSETH:

In consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. Facility. Lessor does hereby lease to Lessee the following described Facility located in Santa Fe, New Mexico (hereinafter the "Facility"): See Exhibits A & B, attached hereto.

Lessee accepts the Facility in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Facility or as to the use which may be made thereof.

2. Use of the Facility. The Facility has been developed and is currently used as a Transfer Station and Lessee will use said Facility as a Transfer Station, Regional Material Recovery Facility (MRF), Greenwaste Processing Facility (GPF), Scrap Tire Processing Facility (STPF) and Scrap Metal Collection Facility (SMCF). The Transfer Station will receive waste from passenger vehicles only, and Lessee agrees to ban all commercial waste hauling vehicles from utilizing the Transfer Station other than those used to transport accepted waste to the landfill. The MRF, GPF, STPF and SMCF will receive recyclables from passenger and commercial vehicles. All commercial recycling vehicles shall be limited to using the Buckman Road access gate only, with the exception of Lessor

owned recycling collection vehicles which may utilize the Paseo de Vista access. All passenger vehicles shall have access to both the Buckman Road and Paseo de Vista gates. Lessee agrees its use will not impair or interfere with Lessor's access to the property.

3. Operating Hours. The operating hours of the Facility will, at a maximum, be open to the public seven days per week from 8:00 am to 6:00 pm.

4. Lease Term. The term of this Lease shall commence on August 1, 2005 and shall terminate on August 1, 2015 unless sooner terminated or unless extended for an additional ten- (10-) year term, all as provided herein. Either party may upon three hundred and sixty-five (365) days written notice terminate this Lease.

In the event Lessee shall remain in possession of the Facility after the expiration of the initial term of this Lease, without exercising its option to extend, or after the expiration of any extended term, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy.

5. Rent. Lessee hereby agrees with Lessor, to pay as rent for the Facility, a sum based on the formula identified in Exhibit C. All payments of rent shall be made by Lessee to Lessor in accordance with the schedule outlined in Exhibit C.

6. Litter Cleanup. Lessee shall collect litter and debris from all roads surrounding the Transfer Station including; Buckman Road, Paseo de Vista and Rincon de Torreon on a weekly basis. All collected litter shall be disposed of at Lessee's expense.

7. Utilities. Lessee shall promptly pay all utility and other charges of whatsoever kind and nature, including, without limitation, charges for electrical, gas, garbage, water, sewage, telephone, and other services, which may be incurred in connection with Lessee's use of the Facility, and to save harmless the Lessor there-from.

8. Contents Insurance. Lessee, at its sole expense, shall insure any contents or equipment kept by it at the Facility and used by it which it desires to have insured; it is understood that Lessor shall not be required to furnish such insurance.

9. Signs. Lessee shall not place, nor have placed, any sign on or about the Facility without the prior written consent of Lessor, with the exception of two signs to be erected at the Buckman Road and Paseo de Vista gates, as well as any signs required by 20 NMAC 9.1 and those that are used to identify general operating procedures and rules. Upon the expiration of the term of this Lease, or any extension thereof, Lessee shall remove any and all of such signs and shall repair any damage to the Facility caused by the sign and their removal at Lessee's expense.

10. Alterations and Improvements. Lessee shall make no alteration, addition or improvement to the Facility, except for the significant improvements as described in Exhibit D, herein without the prior, written consent of Lessor, which consent shall not be unreasonably withheld. Any alteration, addition or improvement made by Lessee after such consent shall have been given, and any fixtures installed as part thereof, shall become the property of Lessor upon the termination of this Lease, unless Lessee elects to remove them and restore the Facility to the condition existing prior to the installation of such fixtures, ordinary wear and use excepted; provided, however, that Lessor shall have the right to require Lessee to remove such fixtures at Lessee's expense, upon the termination of this Lease. Lessee shall acquire and maintain all relevant permits as required by law for all improvements identified in Exhibit D, at its sole expense.

11. Repair and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Facility or its contents as described in Exhibit B. Lessee shall, at its sole expense keep and maintain the Facility and its contents in good condition and good working order (reasonable wear

and tear excepted), and subject to paragraph 10 hereof, shall, at its sole expense, make all necessary repairs and replacements to the Facility and its contents. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Facility and its contents. In the event of a default by Lessee in making such repairs and replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the expense thereof shall constitute and be collectible as additional rent.

At all reasonable times during the term of this Lease, Lessor, or its duly authorized representatives, shall have the right to enter upon the Facility to inspect the Facility, perform any work under this Lease, or to make any improvements, alterations, and additions that Lessor may elect to make.

12. Exculpatory Clause. Lessor shall not be liable for, Lessee agrees to defend, indemnify and hold harmless the Lessor against, any and all claims for injury or damage to persons or property occurring within the Facility arising out of preexisting condition without qualification, unless subsequently caused by Lessor, its agents, servants or employees.

13. Indemnification of Lessor. To the extent allowed by law the Lessee shall indemnify, hold harmless and defend the Lessor from all losses, damages, claims or judgments, including payments of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action or demand whatsoever arising from Lessee's performance under this Lease as well as the performance of Lessee's employees, agents, representatives and subcontractors.

14. Permitting. Lessor agrees to transfer the existing New Mexico Environment Department (NMED) Solid Waste Facility Permit, # SW 95-10 (P), to Lessee as soon as possible following

execution of this Lease. Lessee shall maintain, at its sole expense, all appropriate operating permits for the Facility including said State of New Mexico Solid Waste Permit(s) and National Pollutant Discharge Elimination System (NPDES) permit, at Lessee's sole expense.

15. Hazardous Materials. Hazardous Materials are defined as those materials defined as such by the Resource Conservation and Recovery Act and their presence at the Facility shall be subject to the following conditions;

- a. Duty to Inform Lessor. If Lessee knows, or has reasonable cause to believe, that a Hazardous Materials has come to be located in, on, under or about the Facility, other than as previously consented to by Lessor, Lessee shall immediately give written notice of such fact to Lessor, and provide Lessor with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Materials.
- b. Lessee Remediation and Indemnification. Lessee shall not cause or permit any Hazardous Materials to be spilled or released in, on, under or about the Facility and shall promptly, at Lessee's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of and for the maintenance, security and/or monitoring of the Facility or neighboring properties, that was caused or materially contributed to by Lessee, or pertaining to or involving Hazardous Materials brought onto the Facility during the term of this lease, by or for Lessee, or any third party.
- c. Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities

having jurisdiction with respect to the existence of Hazardous Materials at the Facility prior to the Lessee's use of the Facility, unless such remediation measure is required as a result of the Lessee's use (including alterations) of the Facility, in which event Lessee shall be responsible for such payment. Lessee shall cooperate fully in any such activities at the request of the Lessor, including allowing the Lessor and Lessor's agents to have reasonable access to the facility at reasonable times in order to carry out Lessor's investigative and remedial responsibilities.

16. Liability Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease and any extension or renewal thereof at Lessee's expense, public liability insurance covering bodily injury and property damage liability, in a form and with an insurance company acceptable to Lessor, with limits of coverage in the aggregate maximum amounts which the City could be liable under the New Mexico Tort Claims Act for each person and for each accident for property damage liability, for the benefit of both Lessor and Lessee as protection against all liability claims arising from the Facility, causing Lessor to be named as an additional-named insured on such policy of insurance, and delivering a copy thereof to Lessor. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified without ten days prior written notice to Lessor. It shall be the responsibility of the Lessee to be in compliance with the law.

17. Third Party Beneficiary Clause. This Lease is not intended by any of the provisions of any part of the Lease to create in the public or any member thereof, a third party beneficiary or to authorize anyone not a party to the Lease to maintain a suit for wrongful death, bodily and/or personal injury to person, damage to property, and/or any other claim(s) whatsoever pursuant to this Lease.

18. New Mexico Tort Claims Act. By entering into this Lease, neither party shall be responsible for liability incurred as a result of the other party's act or omissions in connection with this Lease. Any liability incurred in connection with this Lease is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et seq., NMSA 1978, as amended. This paragraph is intended only to define the liabilities between the parties hereto and is not intended to modify, in any way, the parties' liabilities as governed by common law or the New Mexico Tort Claims Act. The County and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or do not waive any limitation of liability pursuant to law. No provision of this Lease modifies or waives any provision of the New Mexico Tort Claims Act.

19. Recording - Short Form Memo. This Lease shall not be recorded in its entirety. If desired by either party, both parties shall execute in recordable form a short form memorandum of this Lease which may be placed of record.

20. Notice. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) five (5) days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:     City of Santa Fe  
                    200 Lincoln, P.O. Box 909  
                    Santa Fe, N.M. 87504-0909

To Lessee:     Santa Fe Solid Waste Management Agency

149 Wildlife Way  
Santa Fe, NM 87506

21. Captions. Any captions to or headings of the paragraphs of this Lease are solely for the convenience of the parties, are not a part of this Lease and shall not be used for the interpretation or determination of validity of this Lease or any provisions hereof.

22. Severability. In case any one or more of the provisions contained in this Lease or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

23. Applicable Law. This Lease shall be construed, enforced and interpreted in accordance with and governed by the laws of the State of New Mexico.

24. Gender. ~~Wherever from the context it appears appropriate, each term stated in either the~~  
singular or the plural shall include the singular and the plural, and pronouns stated in either the masculine, the feminine or the neuter gender shall include the masculine, feminine and neuter.

25. Assignment and Sublease. Lessor shall have the right to transfer and assign, in whole or in part, its rights and obligations under this Lease and in the Facility. Lessee shall not assign this Lease or sublet all or any part of the Facility unless otherwise authorized by Lessor which authorization shall not unreasonably withheld.

26. Litigation Expense. In the event of litigation between the parties, the non-prevailing party shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which the prevailing party shall incur in enforcing this Lease or in

recovering any and all damages caused to the Facility by Lessee or Lessor, or their respective agents or permitted assigns.

27. Option. Lessee is granted an option to renew the lease for an additional period of ten years on the same terms and conditions as are provided herein. Lessor and Lessee shall renegotiate the rent due upon option to renew. The option shall be exercised by the Lessee, notifying Lessor in writing at least 180 days prior to the expiration date of this lease of its election to exercise the option.

28. Amendment. This Lease shall not be altered changed or amended except by instrument in writing executed by the parties hereto.

29. No Waiver. No waiver of a breach of any of the covenants contained in this Lease shall be construed to be a waiver of any succeeding breach of the same or any other covenant.

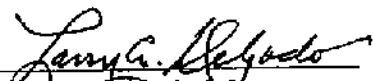
30. Entire Lease. The foregoing constitutes the entire agreement between Lessor and Lessee, represents their entire understanding and defines all of their respective rights, title and interest as well as all of their duties, responsibilities and obligations. Any and all prior agreements and understandings between the parties are merged herein. This Lease shall not be modified or amended except by a written document signed by the parties.

31. Binding Effect. This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns and is specifically enforceable.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of this \_\_\_\_\_

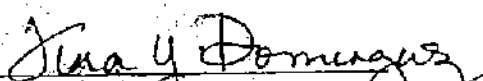
day of \_\_\_\_\_, 2005.

**CITY OF SANTA FE:**

  
Larry A. Delgado Mayor

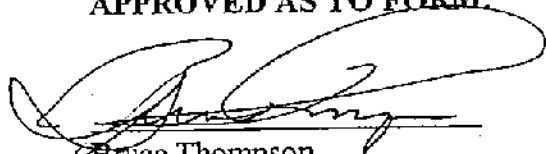
9-7-05  
Date

ATTEST:

  
for Yolanda Y. Vigil  
City Clerk *certfy 8/29/05*

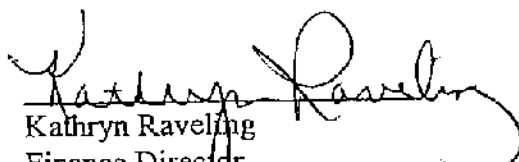
9-28-05  
Date

**APPROVED AS TO FORM:**

  
Bruce Thompson  
City Attorney

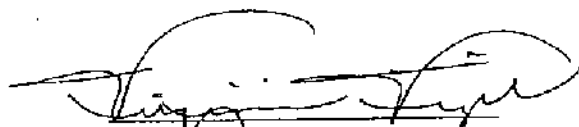
7/21/05  
Date

**APPROVED:**

  
Kathryn Raveling  
Finance Director

9/21/05  
Date

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

  
Michael Amaya Virginia Vigil  
Chair, SFSWMA

9/22/05  
Date

APPROVED AS TO LEGAL FORM AND SUFFICIENCY:

Mark Basham

Mark Basham  
SFSWMA Attorney

2/26/05  
Date

**Exhibit A**  
**Legal Description and Map**

**Exhibit B**  
**Contents Description**

1. Truck Scales (2):
  - City Fixed Asset #12823, 50' Murphy-Cardinal Truck Scale
  - City Fixed Asset #23550, 70' Murphy-Cardinal Truck Scale
2. Assorted Office Furniture:
  - (10) Modular Desk Units
  - (3) Caster File Cabinets (modular desk fit-ins)
  - (2) Credenzas
  - (1) Lateral Drawer File Cabinet
  - (1) Conference Table
  - (8) Side Chairs
  - (12) Caster Desk and Conference Chairs
  - (3) Book Shelves
3. Lockers
  - (4) in Women's Restroom
  - (18) in Men's Restroom
4. Parts Cage (1)
5. Haz-Store Building (1)
6. Tough Shed (1)
7. Gibraltar Safe (1)
  - City Fixed Asset #25854, KC 3020 Meiline

**Exhibit C**  
**Rent Calculation**

The following defines how monthly rent payments shall be calculated:

All lease payments shall be waived until January 1, 2008. Following the initial grace period, payments shall be determined as follows:

1. Fixed annual lease payment of \$24,000.00 to be paid the first day of corresponding fiscal year, or prorated for a partial year.
  2. Quarterly Variable Payment of 2% of gross revenues generated by Lessee's operations at the Facility excluding processing fees paid by the Lessor.
    - a. Gross revenues shall be calculated on a quarterly basis as follows;
      - i. July 1 through September 30
      - ii. October 1 – December 31
      - iii. January 1 – March 31
      - iv. April 1 – June 30
    - b. Variable payments shall be made within 30 days of the end of each quarter.
    - c. A report of quarterly revenues shall be included with each variable payment.
-

**Exhibit D**  
**Anticipated Improvements**

The following is a list of significant improvements to be made by the Lessee to the Facility:

1. Installation of MRF equipment to include, but not be limited to;
    - a. One (1) horizontal two ram baler
    - b. Eight (8) station sorting line
    - c. Material storage bunkers
    - d. One (1) pit type conveyor
    - e. Other miscellaneous conveyors
    - f. Exterior bale storage building (approximately 4,000 square feet)
    - g. Four (4) loading docks
    - h. Miscellaneous sorting equipment (i.e. magnets or screens)
  2. Other Improvements
    - a. Concrete pad for wood grinding operations
    - b. Asphalt pad for white goods / scrap metal recycling
    - c. Permanent Household Hazardous Waste Collection Facility
    - d. Rainwater harvesting equipment
    - e. Road improvements to prevent through traffic from entering the facility.
-

**ATTACHMENT**

**BuRRT Lease Agreement - Amendment No. 1**

**AMENDMENT NO. 1 TO THE LEASE AGREEMENT  
BETWEEN THE CITY OF SANTA FE AND  
THE Santa Fe SOLID WASTE MANAGEMENT AGENCY**

AMENDMENT No. 1 (the "Amendment") to the City of Santa Fe ("City" or "Lessor") Lease, dated September 22, 2005 (the "Lease"), between the City and Santa Fe Solid Waste Management Agency (the "Agency" or "Lessee"). This Amendment shall become effective on the date when it has been duly executed by both parties.

**RECITALS**

A. Under the terms of the Agreement, the City has agreed to lease the City of Santa Fe Solid Waste Transfer Station to the Agency.

**AGREEMENT**

Pursuant to Article 28 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Agency agree as follows:

1. Article 11, Repair and Maintenance of the Lease is hereby amended so that Article 11 reads in its entirety as follows:

11. Repair and Maintenance. Lessee shall not cause or permit any waste, damage or injury to the Facility or its contents as described in Exhibit B. Lessee shall, at its sole expense keep and maintain the Facility and its contents in good condition and good working order (reasonable wear and tear excepted), and subject to paragraph 10 hereof, shall, at its sole expense, make all necessary repairs and replacements to the Facility and its contents; provided, however, that Lessee shall not be required to make repairs and replacements to the Facility and its contents necessitated by (i) such events as Acts of God, wars, acts of terrorism, and insurrections or (ii) those events for which coverage is specifically excluded

in Lessor's Blanket Building and Personal Property Insurance Policy applicable to the Facility and its contents. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Facility and its contents. In the event of a default by Lessee in making such repairs and replacements, Lessor may, but shall not be required to, make such repairs and replacements for Lessee's account, and the expense thereof shall constitute and be collectible as additional rent.

At all reasonable times during the term of this Lease, Lessor, or its duly authorized representatives, shall have the right to enter upon the Facility to inspect the Facility, perform any work under this Lease, or to make any improvements, alterations, and additions that Lessor may elect to make.

2. Article 12, Exculpatory Clause of the Lease is hereby amended so that Article 12 reads in its entirety as follows:

Exculpatory Clause. To the extent allowed by law, Lessor shall not be liable for, and Lessee agrees to defend, indemnify and hold harmless the Lessor against, any and all claims for injury or damage to persons or property occurring within the Facility arising out of a condition (i) existing at the time Lessee takes possession of the Facility and (ii) of which the Lessee knows or reasonably should have known, unless such injury or damage is caused by some action of Lessor, its agents, servants or employees after Lessee takes possession of the Facility, such as the negligent repair of the preexisting condition.

3. Article 15, subparagraphs (b) and (c), Hazardous Materials of the Lease is hereby amended so that Article 15, Subparagraphs "b" and "c" read in their entirety as follows:

b. Lessee Remediation and Indemnification. Lessee shall not cause or permit any Hazardous Materials to be spilled or released in, on, under or about the Facility and shall promptly, at Lessee's expense, take all investigatory and/or remedial action required by governmental entities having jurisdiction over Hazardous Material for the cleanup of any resulting contamination, including, but not limited to, the maintenance, security and/or monitoring of the Facility or neighboring properties, that was (i) caused or materially contributed to by Lessee, or (ii) pertained to or involved Hazardous Materials brought onto the Facility during the term of this Lease, by or for Lessee, or any third party.

c. Investigations and Remediations. Lessor shall retain the responsibility and pay for any investigations or remediation measures required by governmental entities having jurisdiction with respect to the existence of Hazardous Material at the Facility prior to the Lessee's use of the Facility, unless (i) such remediation measure is required as a result of the Lessee's use (including alterations) of the Facility and (ii) Lessee knew or reasonably should have known that its actions would necessitate the remediation measure(s), in which event Lessee shall be responsible for such remediation measure(s).

4. Article 27 Option of the Lease is hereby amended so that Article 27 reads in its entirety as follows:

Lessee is granted an option to renew the Lease for an additional period of ten years on the same terms and conditions as are provided herein. Lessor and Lessee shall renegotiate, in good faith, the rent due upon option to renew. The option shall be exercised

by the Lessee, notifying Lessor in writing at least 180 days prior to the expiration date of this Lease of its election to exercise the option.

5. A new Article 32 entitled Property Insurance is created so that

Article 32 reads in entirety as follows:

Property Insurance. Lessor shall, during the term of this Lease, including any extensions thereof, continue to insure the Facility and its contents under its existing "Blanket Building and Personal Property Insurance Policy" or such other, comparable replacement policies that Lessor may obtain. Both Lessor and Lessee shall be named insureds on such policies with respect to the coverage for the Facility and its contents. The Lessee shall reimburse the Lessor for the costs of insuring the Facility and its contents as required herein. Lessor shall, upon request, provide Lessee with a copy of any policy insuring the Facility and its contents. Lessor shall, at least thirty (30) days prior to the expiration of any such policy, furnish Lessee with evidence of renewals or "insurance binders" evidencing the renewal thereof or the procurement of comparable replacement policies. Lessor shall immediately notify Lessee in writing whenever it receives a notice of cancellation of any policy insuring the Facility, explaining in writing what efforts Lessor shall take to avoid such cancellation or procure replacement policies. Should Lessor fail, at least 15 days in advance of the expiration or cancellation of any policy insuring the Facility or its contents, to provide Lessee with evidence that the cancellation has been averted or that existing policies have been renewed or replacement policies procured,

Lessee may order comparable insurance for the Facility and its contents. In that event, Lessee shall not be obligated to reimburse Lessor for the cost of any insurance Lessor obtains for the Facility and its contents during the time that Lessee's policy is in effect.

6. The new Article 33 entitled Emergency Use is created so that Article 33 reads in its entirety as follows:

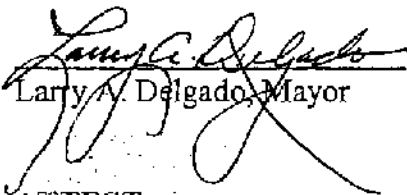
Emergency Use. In the event that the Caja del Rio Landfill cannot accept solid waste for disposal, both City of Santa Fe and County of Santa Fe solid waste collection vehicles may be redirected and permitted to deposit collected solid wastes at the Facility for hauling to another appropriate solid waste disposal facility or for hauling to the Caja del Rio Landfill when is it able to accept solid waste for disposal.

7. AGREEMENT IN FULL FORCE.

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

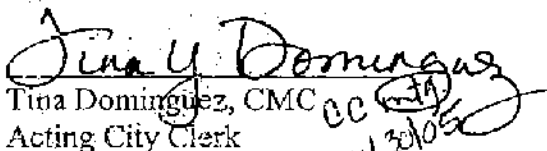
IN WITNESS WHEREOF, the parties have duly executed this Amendment No. 1 to the Lease as of the dates set forth below.

CITY OF SANTA FE:

  
Larry A. Delgado, Mayor

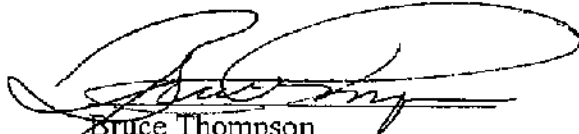
12-14-05  
Date

ATTEST:

  
Tina Dominguez, CMC  
Acting City Clerk

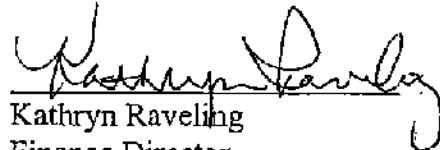
12-16-05  
Date

**APPROVED AS TO FORM:**

  
Bruce Thompson  
City Attorney

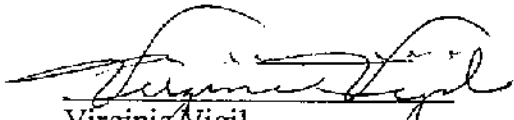
10/28/05  
Date

**APPROVED:**

  
Kathryn Raveling  
Finance Director

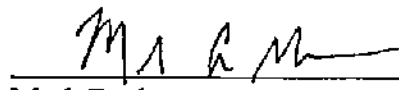
12/6/05  
Date

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

  
Virginia Vigil  
Chair, SFSWMA

11/3/05  
Date

**APPROVED AS TO LEGAL FORM AND SUFFICIENCY:**

  
Mark Basham  
SFSWMA Attorney

10/28/05  
Date

**ATTACHMENT**

BuRRT Lease Agreement - Amendment No. 2

**AMENDMENT NO. 2 TO LEASE AGREEMENT BY AND BETWEEN  
THE CITY OF SANTA FE, A MUNICIPAL CORPORATION  
AND SANTA FE SOLID WASTE MANAGEMENT AGENCY**

Amendment No. 2 to the Lease Agreement is entered into by and between the City of Santa Fe, a Municipal Corporation (herein "Lessor") and the Santa Fe Solid Waste Management Agency (herein "Lessee"). The date of this amendment shall be the date when executed by the City.

A. Under a certain Lease Agreement dated September 22, 2005 ("Lease Agreement"), Lessor has leased certain real property described herein to Lessee for the purpose of a Transfer Station, Regional Material Recovery Facility, Greenwaste Processing Facility, Scrap Tire Processing Facility and Scrap Metal Collection Facility.

B. Pursuant to Article 28 of the Lease Agreement, in consideration of the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. FACILITY**

Article 1 is amended to incorporate the legal description of amended lease premises as shown and delineated on attached "Exhibit A", incorporating additional area to "TRANSFER STATION SITE 1" and showing existing "BORROW PIT SITE 2". Therefore Article 1, now reads in its entirety as follows:

Lessor does hereby lease to Lessee the following described premises and facility located in Santa Fe, New Mexico (hereinafter the "Facility"): See Exhibits A & B, attached hereto.

Lessee accepts the Facility in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Facility or as to the use which may be made thereof.

2. AGREEMENT IN FULL FORCE

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

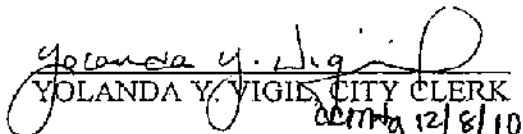
IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 to Lease Agreement between the City of Santa Fe, a Municipal Corporation and the Santa Fe Solid Waste Management Agency on the date set forth below.


LESSEE:  
CITY OF SANTA FE, A MUNICIPAL  
CORPORATION

  
DAVID COSS, MAYOR

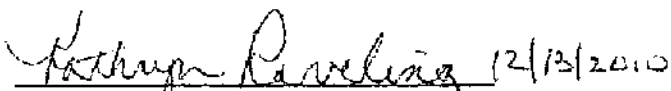
Date: 12/10/10

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK  
APPROVED AS TO FORM: ccm 12/8/10

  
GENO ZAMORA, CITY ATTORNEY

APPROVED:

  
KATHRYN RAVELING, 12/13/2010  
FINANCE DIRECTOR

51250.460350  
BUSINESS UNIT/LINE ITEM

LESSEE:  
SANTA FE SOLID WASTE MANAGEMENT  
AGENCY

By: Rosemary Romero  
ROSEMARY ROMERO  
CHAIRMAN, SFSWMA

Date: December 15, 2010

APPROVED AS TO FORM:

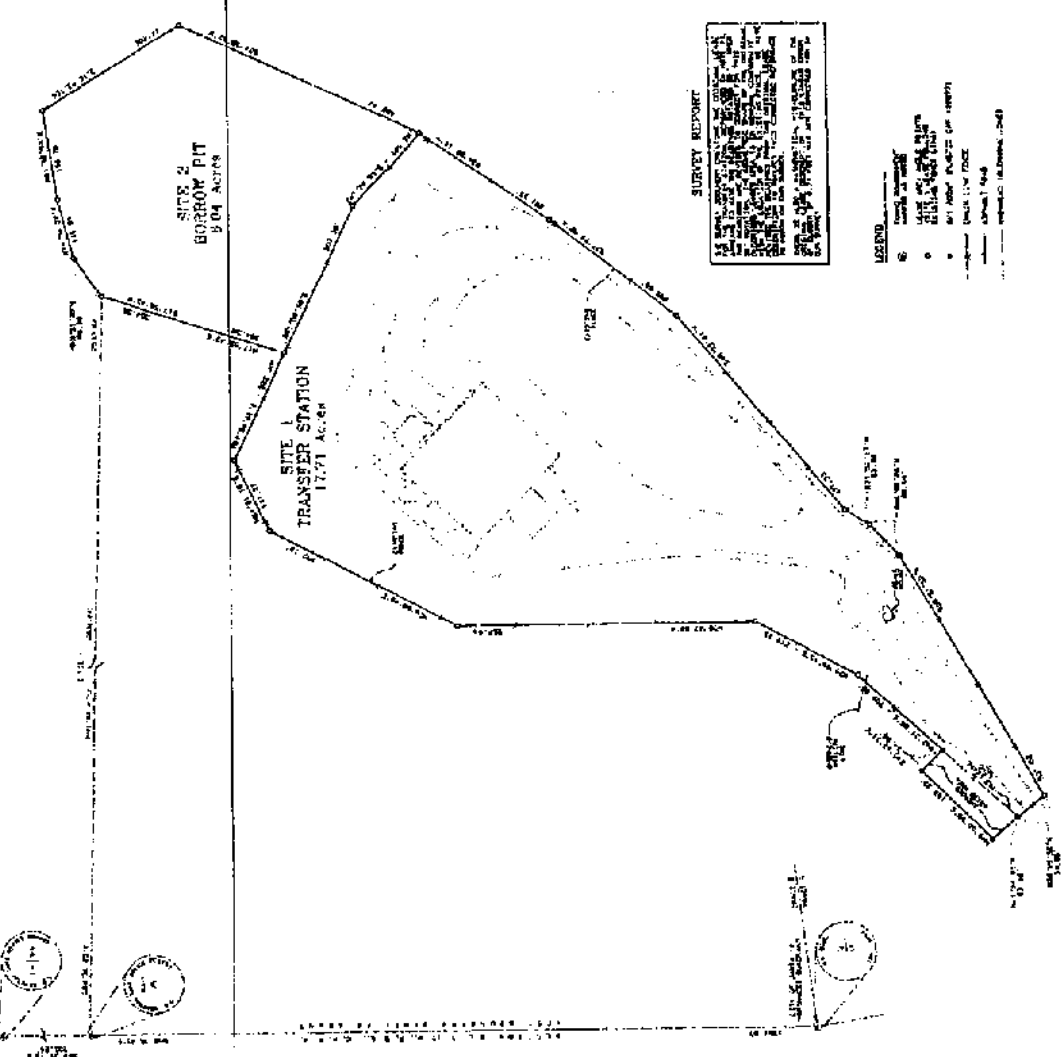
Nancy Long  
NANCY LONG, SFSWMA ATTORNEY

P.T. 7.72

REVISED AND AMENDED SURVEY  
FOR  
BUCKMAN TRANSFER STATION  
LEASE AGREEMENT

WITHIN A PORTION OF TRACTS 10 AND 11  
SECTION 16, T.7N. R.7E. S.10E. CHART.  
RANGE 10 NORTH, T.7N. R.7E. S.10E. CHART.  
COUNTY OF SANTA FE, STATE OF NEW MEXICO

DEED RECORDATION  
PAGE 100



SURVEY REPORT

1. THE LAND SHOWN ON THIS MAP IS THE PROPERTY OF THE STATE OF NEW MEXICO, COUNTY OF SANTA FE, AND IS BEING SURVEYED FOR THE PURPOSE OF THE BUCKMAN TRANSFER STATION LEASE AGREEMENT.

- LEGEND
- 1. BOUNDARY LINE
  - 2. EASEMENT
  - 3. RIGHT-OF-WAY
  - 4. SURVEY POINT
  - 5. CORNER
  - 6. ADJACENT LAND
  - 7. ADJACENT WATER
  - 8. ADJACENT ROAD
  - 9. ADJACENT RAILROAD
  - 10. ADJACENT AIRPORT
  - 11. ADJACENT PARK
  - 12. ADJACENT SCHOOL
  - 13. ADJACENT CHURCH
  - 14. ADJACENT HOSPITAL
  - 15. ADJACENT GOVERNMENT BUILDING
  - 16. ADJACENT PRIVATE BUILDING
  - 17. ADJACENT INDUSTRIAL BUILDING
  - 18. ADJACENT AGRICULTURAL BUILDING
  - 19. ADJACENT RESIDENTIAL BUILDING
  - 20. ADJACENT COMMERCIAL BUILDING
  - 21. ADJACENT EDUCATIONAL BUILDING
  - 22. ADJACENT RECREATIONAL BUILDING
  - 23. ADJACENT CULTURAL BUILDING
  - 24. ADJACENT HISTORICAL BUILDING
  - 25. ADJACENT MONUMENTAL BUILDING
  - 26. ADJACENT MEMORIAL BUILDING
  - 27. ADJACENT MUSEUM BUILDING
  - 28. ADJACENT THEATRE BUILDING
  - 29. ADJACENT CONCERT HALL BUILDING
  - 30. ADJACENT GYMNASIUM BUILDING
  - 31. ADJACENT STADIUM BUILDING
  - 32. ADJACENT ARENA BUILDING
  - 33. ADJACENT CASINO BUILDING
  - 34. ADJACENT HOTEL BUILDING
  - 35. ADJACENT RESTAURANT BUILDING
  - 36. ADJACENT BAR BUILDING
  - 37. ADJACENT CLUB BUILDING
  - 38. ADJACENT GOLF COURSE BUILDING
  - 39. ADJACENT SKI RESORT BUILDING
  - 40. ADJACENT BEACH BUILDING
  - 41. ADJACENT BOAT BUILDING
  - 42. ADJACENT AIRCRAFT BUILDING
  - 43. ADJACENT SPACE SHUTTLE BUILDING
  - 44. ADJACENT ROCKET BUILDING
  - 45. ADJACENT MISSILE BUILDING
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  - 98. ADJACENT CAVALRY BUILDING
  - 99. ADJACENT ARTILLERY BUILDING
  - 100. ADJACENT INFANTRY BUILDING

MORRIS  
ENGINEERING & SURVEYING



MORRIS ENGINEERING & SURVEYING  
1000 N. 10TH ST. SUITE 100  
ALBUQUERQUE, NM 87102  
PHONE: (505) 261-1111  
FAX: (505) 261-1112  
WWW.MORRIS-ENGINEERING.COM

**Exhibit B**  
**Contents Description**

1. Truck Scales (2):
  - City Fixed Asset #12823, 50' Murphy-Cardinal Truck Scale
  - City Fixed Asset #23550, 70' Murphy-Cardinal Truck Scale
2. Assorted Office Furniture:
  - (10) Modular Desk Units
  - (3) Caster File Cabinets (modular desk fit-ins)
  - (2) Credenzas
  - (1) Lateral Drawer File Cabinet
  - (1) Conference Table
  - (8) Side Chairs
  - (12) Caster Desk and Conference Chairs
  - (3) Book Shelves
3. Lockers
  - (4) in Women's Restroom
  - (18) in Men's Restroom
4. Parts Cage (1)
5. Haz-Store Building (1)
6. Tough Shed (1)
7. Gibraltar Safe (1)
  - City Fixed Asset #25854, KC 3020 Meiline

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director RLK  
**Date:** January 9, 2015  
**Subject:** Request for Approval to Hold a February 5, 2015 Community Meeting as Part of the Buckman Road Recycling and Transfer Station Permit Renewal and Modification.

## BACKGROUND AND SUMMARY:

On September 18, 2014, the Board approved a Professional Services Agreement to CDM Smith of Albuquerque, NM, for the engineering design and permitting services for permit renewal and permit modification for the Buckman Road Recycling and Transfer Station (BuRRT) in the amount of \$590,455.00 (RFP No. 15/03/P).

On October 14 and 27, 2014, staff met with city and county staff members as part of the master planning workshops on the future use of BuRRT. Attached is the matrix of options for BuRRT based on the information amassed from the workshops.

On December 4, 2014, staff and CDM Smith met with New Mexico Environment Department (NMED) as part of the pre-application meeting to lay the groundwork for the permit application.

A community meeting is tentatively scheduled for February 5, 2015 from 5:30 p.m. to 7:30 p.m. at the Nancy Rodriguez Community Center on 1 Prairie Dog Loop, Santa Fe, NM to gather input from public comments. A summary of public comments will be reported to the Board at the next regular meeting scheduled for February 20, 2015.

Another public meeting will be conducted by the NMED approximately 18 months after the permit application is deemed complete and before a decision is issued by NMED.

## ACTION REQUESTED:

Staff requests approval to hold a community meeting on February 5, 2015 as part of the Buckman Road Recycling and Transfer Station permit renewal and modification.

M:\Memo\Memo.010915.5.wpd

*Exhibit "9"*

**Santa Fe Solid Waste Management Agency Buckman Road Recycling and Transfer Station**  
**Permit Renewal and Modification Project**  
**MATRIX OF OPTIONS**

SERVICE AREA		SERVICE DESCRIPTION			
Transfer Station		Solid waste is received from residents and small business operators operating small vehicles (e.g., personal vehicles, pickup trucks, and trailers) at the facility. Waste may also be delivered to the tipping floor by a limited number of City of Santa Fe small garbage collection vehicles. The solid waste is then transferred from the tipping floor by front-end loaders to transfer trailers. The final destination of the waste is the Caja del Rio Landfill.			
		*Projected Tonnage: 16,353 tons			
		*Operating Cost: \$1,351,097/annual; \$82.62/ton			
FACTOR	OPTION 1	OPTION 2		OPTION 3	
		OPTION 4		OPTION 5	
Location of Service	BUART	Landfill		Landfill	
Customer Service (1 = highly inconvenient, 5 = highly convenient)	5	(Impacts traffic on Caja del Rio Road; impact to commercial vehicles at working face; will require full-time spotters)		(Impacts traffic on Caja del Rio Road; impact to commercial vehicles at working face; will require full-time spotters)	
Required Capital Improvements (Estimated Cost)	<ul style="list-style-type: none"> <li>Additional Transfer Vehicles (\$500-750K)</li> <li>Future Road Repairs (\$150K)</li> <li>Wellands Improvements (\$100K)</li> <li>Water Line Repairs and Dust Suppression System (\$100K)</li> </ul>	<ul style="list-style-type: none"> <li>New Transfer Station at Landfill (\$3-5M)</li> <li>New Scales/Scale House (\$250-500K)</li> <li>Road Improvements (\$200K)</li> </ul>		<ul style="list-style-type: none"> <li>New Convenience Center (\$1-2M)</li> <li>New Scales/Scale House (\$250-500K)</li> <li>Road Improvements (\$200K)</li> </ul>	
Impacts to Operations/Service	N/A	<ul style="list-style-type: none"> <li>None for the Landfill disposal area providing the new transfer station is constructed</li> <li>Safety concerns for the public with customers and commercial users</li> <li>Traffic pattern concerns</li> </ul>		<ul style="list-style-type: none"> <li>Greatly negative to Landfill operations</li> <li>Will require two working faces, which is very inefficient</li> <li>Decrease in Landfill compaction; increase in soil usage for daily and intermediate covers</li> <li>Safety concerns for customers</li> <li>Landfill may not be available during inclement weather</li> <li>Vertical expansion may not handle high count of vehicles at one time</li> <li>Additional manpower requirements</li> <li>Expansion of operating hours (potential)</li> <li>Traffic pattern concerns</li> </ul>	
Impacts to O&M Costs (1 = significant increase, 5 = significant decrease)	None	5 (BUART) 1 (Landfill)		5 (BUART) 1 (Landfill)	
Regulatory Impacts	BUART permit renewal and modification	<ul style="list-style-type: none"> <li>A second permit modification for the Landfill after the first permit renewal and modification is approved by the NMED</li> <li>Impacts to Title V air quality permit and SWPPP</li> </ul>		<ul style="list-style-type: none"> <li>A second permit modification for the Landfill after the first permit renewal and modification is approved by the NMED</li> <li>Impacts to Title V air quality permit and SWPPP</li> </ul>	
Education / Outreach Requirements (1 = low, 5 = high)	1 (Majority of customers already familiar with transfer station at BUART; highly satisfied with service; a "one-stop shop" for all services)	5 (Will require significant amount of time and effort to educate the customers; may have dissatisfaction with disappointed services at two locations; no longer a "one-stop shop")		5 (Will require significant amount of time and effort to educate the customers; may have dissatisfaction with disappointed services at two locations; no longer a "one-stop shop")	
Implementation Schedule (1 = immediate, 5 = long-term)	N/A	5 (3 years for permit modification and construction)		5 (3 years for permit modification and construction)	

\*Excerpt/data from the Lerdos' Solid Waste Assessment, 2014

Value will change with the amount of waste transferred from the tipping floor to the transfer station.

Santa Fe Solid Waste Management Agency Buckman Road Recycling and Transfer Station  
Permit Renewal and Modification Project  
MATRIX OF OPTIONS

SERVICE AREA	SERVICE DESCRIPTION					
	OPTION / DESCRIPTION					
	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5	OPTION 6
Material Recovery Facility (MRF)	<p>The MRF is a sophisticated combination of equipment designed to separate recyclable materials into individual commodities. The MAF uses both mechanical and manual means to separate materials. The principal equipment was procured from CP Manufacturing in 2006 and operations were initiated in 2007.</p> <p>Recyclable materials are delivered to the MRF in a commingled stream where containers (e.g., cans and plastic bottles) are combined with paper (e.g., newspaper, junk mail, cardboard) for collection. These materials all need to be separated so that individual commodities can be shipped out and marketed for recycling at off-site mills. The MRF was designed to sequentially process paper and containers, so it is operated to first process paper with containers shunted to a storage area. Then the sorting line is reversed and containers are processed through the system.</p> <p>Glass is delivered to BURRT separately from commingled recyclables, and glass is not processed through the MRF. *</p>					
FACTOR	<p>*Operating Cost: \$1,045,093/annual; \$153.50/ton</p> <p>*Projected Tonnage: 6,809 tons</p>					
	Maintain current service(s) as existing; no improvements; no additional materials accepted (e.g., 3-7 plastics, cereal boxes, etc.)	Expand services (additional material acceptance: plastics 3-7, cereal boxes, etc.)	Outsource recycling of conventional recyclables and 3 <sup>rd</sup> party transportation (includes additional material acceptance: plastics 3-7, cereal boxes, etc.); no baling/processing at BURRT	Outsource recycling of conventional recyclables and Agency transportation (includes additional material acceptance: plastics 3-7, cereal boxes, etc.); no baling/processing at BURRT	Outsource container recyclables and process fiber recyclables at BURRT; 3 <sup>rd</sup> party transportation (includes additional material acceptance: plastics 3-7, cereal boxes, etc.); no baling/processing at BURRT	Collection, consolidation, and transportation of all conventional recyclables at BURRT; City outsources all operations to 3 <sup>rd</sup> party; retain separation equipment at BURRT
Location of Service	BURRT	BURRT	BURRT	BURRT	BURRT	BURRT
Customer Service	5	5	5	5	5	5
Required Capital Improvements	None (\$0)	None (\$0)	Separation barriers (\$50K)	Separation barriers (\$50K) - Additional Transfer Vehicles (\$500-750K)	None (\$0)	None (\$0)
Impacts to Operations/Service	N/A	- Additional material handling and processing Potential staff increase	Some staff reduction	Some staff reduction	Additional material handling	Significant staff reduction
Impacts to O&M Costs [1 = significant increase, 5 = significant decrease]	N/A	2	4	4	3	5 (Agency) 2 (City)
Regulatory Impacts	BURRT permit renewal and modification	BURRT permit renewal and modification	BURRT permit renewal and modification	BURRT permit renewal and modification	BURRT permit renewal and modification	- BURRT permit renewal and modification - 3 <sup>rd</sup> party operations plan (approved by NMED)
Education / Outreach Requirements [1 = low, 5 = high]	1	5	5	5	5	5
Implementation Schedule [1 = immediate, 5 = long-term]	N/A	3 (2 years for permit)	4 (2 years for permit; 9-12 months for Request for Proposals process)	4 (2 years for permit; 9-12 months for Request for Proposals process)	3 (2 years for permit)	5 (2 years for permit)

\*Excerpt/data from the Leidos' Solid Waste Assessment, 2014

**SERVICE AREA**

\*Excerpt/data from the Leidos' Solid Waste Assessment, 2014

**Santa Fe Solid Waste Management Agency Buckman Road Recycling and Transfer Station  
Permit Renewal and Modification Project  
MATRIX OF OPTIONS**

SERVICE AREA	SERVICE DESCRIPTION				
	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5
Green Waste Mulching	<p>"Green waste processing is conducted outside of the transfer station building in a designated area on BURRT property. Clean loads of green waste are directed to the processing area where the material is stockpiled. The green waste is periodically ground into mulch by the Agency using a Bondt Industries Beast Recycler horizontal grinder. The mulch product produced by the Agency is given away to residents, supplied to the City for use in its composting operation, and sold on an ad hoc basis to larger users." *</p> <p>*Operating Cost: \$451,782/annual; \$62.61/ton</p> <p>*Projected Tonnage: 7,375 tons</p>				
FACTOR	OPTION 1	OPTION 2	OPTION 3	OPTION 4	OPTION 5
Location of Service	<p>no improvements</p> <p>BURRT</p>	<p>Outsource grinding operation only (PS)</p> <p>BURRT</p>	<p>Improve service(s), purchase larger grinder</p> <p>BURRT</p>	<p>Improve service(s), lease larger grinder</p> <p>BURRT</p>	<p>Relocate mulching operations to Landfill</p> <p>Landfill</p>
Customer Service [1 = highly inconvenient, 5 = highly convenient]	<p>3</p> <p>(limited space for customers to unload green waste due to backlog of materials waiting for grinding)</p>	<p>4</p> <p>(Potentially maintain adequate space for customers as per contractual agreement)</p>	<p>4</p> <p>(Potentially maintain adequate space for customers due to new machine)</p>	<p>4</p> <p>(Potentially maintain adequate space for customers due to new machine)</p>	<p>3</p> <p>(Inconvenience for a large number of customers travelling to Landfill as opposed to travelling to BURRT, a more centrally located facility)</p>
Required Capital Improvements	<p>None (\$0)</p>	<p>Expansion of green waste area (\$50-100K)</p>	<p>New Grinding Equipment (\$550K)*</p> <p>Expansion of green waste area (\$50-100K)</p>	<p>Lease Grinding Equipment 4 to 5 times per year (\$150-200K/year)</p> <p>Expansion of green waste area (\$50-100K)</p>	<p>New Grinding Equipment (\$550K)*, if operations approved by the Agency</p>
Impacts to Operations/Service	<p>N/A</p>	<p>Determine 3<sup>rd</sup> party for processing green waste</p> <p>Determine processing means for removal of existing green waste stockpile</p> <p>Modification to material acceptance (pallets, stumps, etc.)</p>	<p>Modification to material acceptance (pallets, stumps, etc.)</p>	<p>Modification to material acceptance (pallets, stumps, etc.)</p>	<p>Modification to material acceptance (pallets, stumps, etc.)</p>
Impacts to O&M Costs [1 = significant increase, 5 = significant decrease]	<p>1</p> <p>(Frequent equipment failure results in high maintenance costs)</p>	<p>4</p>	<p>3</p>	<p>3</p>	<p>3 (BURRT) 3 (Landfill)</p>
Regulatory Impacts	<p>BURRT permit renewal and modification</p>	<p>BURRT permit renewal and modification</p>	<p>BURRT permit renewal and modification</p>	<p>BURRT permit renewal and modification</p>	<p>Impacts to Title V air quality permit (potential if larger engine) and SWPPP</p>
Education / Outreach Requirements [1 = low, 5 = high]	<p>1</p>	<p>2</p>	<p>2</p>	<p>2</p>	<p>4</p>
Implementation Schedule [1 = immediate, 5 = long-term]	<p>N/A</p>	<p>3</p> <p>(2 years for permit; 3 months for Request for Bids)</p>	<p>3</p> <p>(2 years for permit; 3 months for Request for Bids)</p>	<p>3</p> <p>(2 years for permit; 3 months for Request for Bids)</p>	<p>3</p> <p>(3 months for Request for Bids)</p>

\*Excerpt/data from the Laidos' Solid Waste Assessment, 2014

Santa Fe Solid Waste Management Agency Buckman Road Recycling and Transfer Station  
Permit Renewal and Modification Project  
MATRIX OF OPTIONS

SERVICE AREA	SERVICE DESCRIPTION			
Composting Operations	The compost area is an approximately 11 acre area on the (Caja del Rio) Landfill site that is permitted to accept green waste and other similar organic materials for composting. The compost area provides a large flat area that can support material placement, turning, and storage activities. The compost area is adjacent to a water source supplied by treated wastewater effluent. ***			
	Operating Cost: Not Determined		*Projected Tonnage: 3,000 tons/year (Food Waste); 7,408 tons/year (Green Waste)	
	OPTION / DESCRIPTION			
	OPTION 1	OPTION 2	OPTION 3	
	Maintain current service(s) at Landfill as existing; no improvements	Outsource composting operations at Landfill (P3)	Relocate composting operations to BURRT; outsource operations (P3)	
	Landfill	Landfill	BURRT	
	3	3	3	
	None (\$0)	None (\$0)	Extension of water source and site improvements (\$100-200K)	
	N/A	Additional traffic	- Additional traffic - Additional water use	
	N/A	3	4	
Regulatory Impacts	None	3 <sup>rd</sup> party operations plan (approved by NMED)	- BURRT permit renewal and modification - 3 <sup>rd</sup> party operations plan (approved by NMED) - Impacts to SWPPP	
Education / Outreach Requirements [1 = low, 5 = high]	1	3	3	
Implementation Schedule [1 = 4m-term, 5 = long-term]	N/A	(9-12 months for Request for Proposals process; 6 months for NMED approval of operations plan)	5 (2 years for permit modification and construction; 9-12 months for Request for Proposals process; 6 months for NMED approval of operations plan)	

\*Excerpt/data from the Leidos' Solid Waste Assessment, 2014