

AGENDA

REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD

CITY CLERK'S OFFICE

DATE 8-9-12 TIME 8:04am

SERVED BY Randall Kinnaman

RECEIVED BY [Signature]

AUGUST 16, 2012

12:00 P.M.

LEGAL CONFERENCE ROOM  
SANTA FE COUNTY COURTHOUSE  
102 GRANT AVENUE  
SANTA FE, NM

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes for Meetings - May 17, 2012 and June 21, 2012**
- V. **Matters from the Public**
- VI. **Matters from the Executive Director**
  - (A) Request for Approval of Change Order No. 6 to Bid No. '11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$1,308.16.
    - (1) Approval of Budget Increase from 5500.100700 (Cash) to 52504.570400 (Buildings and Structures) in the Amount of \$1,308.16.
  - (B) Request for Approval of Amendment No. 6 to Professional Services Agreement with J.R. Miller & Associates, Inc. of Brea, CA, for the Plan, Design, Construction Management, and Development of an Operations Plan for a Permanent Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$7,038.80.
    - (1) Approval of Budget Increase from 5500.100700 (Cash) to 52504.572960 (WIP Design) in the Amount of \$7,038.80.
  - (C) Request for Approval of Professional Services Agreement with BlueWater Environmental Consulting, LLC of Santa Fe, NM, for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$46,966.65 (RFP No. 12/27/P).

- (D) Request for Approval of Sole Source Procurement to Smoracy, LLC of Remus, MI, to Repair Fire Damage to Unit 1436 (Beast Model 3680 Horizontal Wood Grinder) in the Estimated Amount of \$50,000.00.
- (E) Request for Approval of Final Closure/Post-Closure and Phase I/II Assessment Cost Estimates Report for the Caja del Rio Landfill.
- (F) Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.
- (G) Discussion with Possible Action on a Vacant Membership of the Solid Waste Advisory Committee.
- (H) Discussion with Possible Action for the Grand Opening of the Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station.

**VII. Matters from Staff**

**VIII. Matters from the Board**

**IX. Next Meeting Date**

**X. Adjournment**

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

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SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
August 16, 2012**

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APPROVAL OF THE AGENDA	Approved	1-2
APPROVAL OF THE MINUTES FOR MEETINGS – MAY 17, 2012 AND JUNE 21, 2012	Approved	2
MATTERS FROM THE PUBLIC	None	2
<u><b>MATTERS FROM THE EXECUTIVE DIRECTOR</b></u>		
REQUEST FOR APPROVAL OF CHANGE ORDER NO. 6 TO BID NO. 11/40/B, WITH ESA CONSTRUCTION OF ALBUQUERQUE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$1,308.16	Approved	2-3
APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.570400 (BUILDINGS AND STRUCTURES) IN THE AMOUNT OF \$1,308.16	Approved	2-3
REQUEST FOR APPROVAL OF AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT WITH J.R. MILLER & ASSOCIATES, INC., OF BREA, CA., FOR THE PLAN, DESIGN, CONSTRUCTION MANAGEMENT, AND DEVELOPMENT OF AN OPERATIONS PLAN FOR A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$7,038.80	Approved	3-4
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<b><u>ITEM</u></b>	<b><u>ACTION</u></b>	<b><u>PAGE</u></b>
REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BLUE WATER ENVIRONMENTAL CONSULTING, LLC, OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$46,966.65 (RFP NO. 12/27/P)	Approved	4-8
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DISCUSSION WITH POSSIBLE ACTION ON A VACANT MEMBERSHIP OF THE SOLID WASTE ADVISORY COMMITTEE	Approved	13-14
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MATTERS FROM STAFF	Information/discussion	15
MATTERS FROM THE BOARD	None	16
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ADJOURNMENT		17

**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
August 16, 2012**

**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 Virginia Vigil, Chair, on Thursday, August 16, 2012, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

**II. ROLL CALL**

**MEMBERS PRESENT:**

Commissioner Kathy Holian  
Councilor Peter N. Ives  
Commissioner Daniel Mayfield  
Commissioner Virginia Vigil

**MEMBERS EXCUSED:**

Councilor Bill Dimas  
Councilor Christopher M. Rivera

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Angelica Salazar, SWMA  
Justin Miller, Legal Counsel  
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance..

**III. APPROVAL OF THE AGENDA**

**MOTION:** Commissioner Holian moved, seconded by Councilor Ives, to approve the Agenda as presented.

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

**IV. APPROVAL OF THE MINUTES FOR MEETINGS – MAY 17, 2012 AND JUNE 21, 2012**

**MOTION:** Commissioner Holian moved, seconded by Councilor Ives, to approve the minutes of the regular meetings of May 17, 2012 and June 21, 2012, as presented.

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

**V. MATTERS FROM THE PUBLIC**

There were no matters from the public.

**VI. MATTERS FROM THE EXECUTIVE DIRECTOR**

- (A) REQUEST FOR APPROVAL OF CHANGE ORDER NO. 6 TO BID NO. 11/40/B, WITH ESA CONSTRUCTION OF ALBUQUERQUE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$1,308.16**
- 1) APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.570400 (BUILDINGS AND STRUCTURES) IN THE AMOUNT OF \$1,308.16.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of August 9, 2012, 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. Mr. Kippenbrock noted he received the Certificate of Occupancy today and this should be the last change order.

Councilor Ives said it appears there is a set of things, a design flaw. He asked the reason this wasn't anticipated.

Mr. Kippenbrock said he understands there were two water heaters in the original design and the water heater meant for the emergency shower area didn't meet requirements for the fire protection system, so they redesigned it, and inadvertently removed the water heater from the restroom area. He doesn't think it was an error or omission, it was removed during that process.

Councilor Ives said there have been a continual series of adjustments to pricing. He hopes, rather than having a "multitude of amendments," that they do a better job on the front end, and adjust the contracting process to capture more that will result in the need for fewer amendments in the future.

**MOTION:** Commissioner Holian moved, seconded by Councilor Ives, to approve Items VI(A) and VI(A)(1), as presented by staff.

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

- (B) **REQUEST FOR APPROVAL OF AMENDMENT NO. 6 TO PROFESSIONAL SERVICES AGREEMENT WITH J.R. MILLER & ASSOCIATES, INC., OF BREA, CA., FOR THE PLAN, DESIGN, CONSTRUCTION MANAGEMENT, AND DEVELOPMENT OF AN OPERATIONS PLAN FOR A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$7,038.80**
- 1) **APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.572960 (WIP DESIGN) IN THE AMOUNT OF \$7,038.80.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 9, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2. Please see Exhibit "2" for specifics of this presentation

Commissioner Mayfield asked who does the special inspections, and Mr. Kippenbrock said it was done by Payne's Engineering, a special contractor under J.R. Miller.

Commissioner Mayfield asked if this also could be done through the State Construction Industries.

Mr. Kippenbrock said this is part of the owner's responsibility.

Responding to Commissioner Mayfield, Mr. Kippenbrock said CID came in on Monday and did a final inspection, and the facility passed that inspection.

Councilor Ives reiterated his frustration with multiple amendments over a very short time period, reiterating he would like to reduce that number. He suggested more flexibility needs to be built into the process, noting the City starts to question when there are too many amendments to the contracts.

**MOTION:** Councilor Ives moved, seconded by Commissioner Holian, to approve Items VI(B) and VI(B)(1), as presented by staff.

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

**(C) REQUEST FOR APPROVAL OF PROFESSIONAL SERVICES AGREEMENT WITH BLUE WATER ENVIRONMENTAL CONSULTING, LLC, OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$46,966.65 (RFP NO. 12/27/P).**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 8, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation.

Councilor Ives asked who had been performing these services previously.

Mr. Kippenbrock said Blue Water Environmental has been performing these services since 2004, when he came on board.

Councilor Ives said part of the evaluation is familiarity with the agency, and asked what that meant to the review committee.

Mr. Kippenbrock said it means, in his opinion, familiarity with SWMA's operations and needs, the apparatus. He said it also can be familiarity with what needs to be done.

Councilor Ives said at the City Council, questions have arisen that the criteria of familiarity with the agency and/or facility could create a bit of a barrier for others parties to contract on such matters. He said he would like more explanation with regard to RFP contracting which is a significantly more judgmental process in terms of evaluating those submitting proposals. He said he wants to fully understand that process in approving a contract.

Councilor Ives said there was a significant allocation to consulting services, and asked if this is consistent with prior year practice in terms of the additional consulting services utilized by the Agency from Blue Water.

Mr. Kippenbrock said it is consistent, noting \$20,000 is a more appropriate number. He said the entire amount will not be spent, and it is set aside in the event these kinds of environmental services need to be provided. He said usually any unexpended amount is carried-over to the next FY.

Councilor Ives asked about the additional services.

Mr. Kippenbrock said these are for permit renewals for groundwater discharge, or permit modifications, for example, for the BDD when it became necessary to get a sludge permit modification for the sludge, he asked for assistance on that matter. It is for unforeseen circumstances, and to answer any questions which might be assigned by NMED on our permits. He said the first task is for fees only per events. He said Tasks 1-8 are fixed fees and basically events for the methane monitoring, groundwater monitoring or inspections. He said Task 9 would be a catch-all in the event there are questions to be answered by the State.

Councilor Ives noted it is 43% of the total contract value without specificity, so he figured it is based on some experience, and he wants to under that experience, noting it is mostly for on call services to do permitting and renewal technical assistance which is all necessary.

Mr. Mayfield asked what is a piezometer.

Mr. Kippenbrock said it is a temporary groundwater well which is not meant for sampling and is intended to take water levels. He said it eventually could be converted to a groundwater well for sampling purposes. He said this is in the BLM area, noting when they do the lateral expansion, it will be converted into a monitoring well as our new upgrading well. He said the other existing upgrading well, Monitor Well, #1 may have to be plugged and abandoned. So, currently they just measure the water itself, and there is no sampling requirement at this time.

Mr. Mayfield asked, "Do we use well water for potable use out at this facility."

Mr. Kippenbrock said no, noting potable water is hauled from a nearby water meter assigned by the City and they pay for that. He said it is brought in a water truck. He said there are two sources of water. There is bottled water for drinking purposes, and potable water for the restroom and washing hands and dishes.

Commissioner Mayfield asked if new cell developments are sited based on the water flow underneath.

Mr. Kippenbrock said yes. He said one of the solid waste requirements is to have a 100 ft. separation from the top of the groundwater to the lowest – from the bottom of the trash down to the top of the groundwater. He said the way it is placed in the ground is about 70 ft. below grade, but the top of the groundwater is approximately 325 feet below grade, so there is about 225 feet of separation.

Commissioner Mayfield asked the reason we aren't using the well water for potable uses, and asked if there is something wrong with it.

Mr. Kippenbrock said the State NMED requires monitoring of the well, base monitoring. In the event of a "hit," an increase of any contaminants or the presence of contaminants, they then go into assessment mode. He said most major landfills have a groundwater monitoring system in place, noting it is a requirement, unless you can demonstrate there is no groundwater present within a certain number of feet.

Commissioner Mayfield asked if there is a finding of groundwater there, and Mr. Kippenbrock said yes.

Commissioner Mayfield again asked the reason we are not using our wellwater for potable consumptive uses.

Mr. Kippenbrock said there is a naturally occurring arsenic that exceeds the regulatory limit, and we are able to get a waiver on that. He said the wells are not designed for pumping large volumes of water, but to take samples. He said he never understood the reason there isn't a water well for on site use. He said perhaps we can't get it because it is an industrial site, but he doesn't know the reason.

Commissioner Mayfield asked if there has been groundwater sampling outside of the Caja del Rio area for people downstream who are using well water from the groundwater aquifer. And if not, what is the reason.

Mr. Kippenbrock said it is not in the permit. He said the only permit condition is for a corral just north on the other side of the permit fence, but that well is in no condition to be sampled. This is the only permit requirement.

Commissioner Mayfield asked Mr. Kippenbrock to find out if any sampling/water testing has been done. He has had calls from residents who are concerned about downstream underground water flows from which they get their water.

Mr. Kippenbrock said the groundwater direction is toward the Caja del Rio Plateau, northwest toward the plateau. He said the residents are to the east of us.

Commissioner Mayfield would like for sampling to be done outside of our area.

Councilor Ives noted a campaign contributions sheet which is part of the bid package. He asked Mr. Kippenbrock if he puts those in the packet when considering those items.

Mr. Kippenbrock said yes, noting he looks at those to be sure there is no conflict of interest. He said that is just a sample RFP he included.

Councilor Ives asked Justin Miller if he is satisfied with the liability limits for the landfill facilities – are those prudent.

Mr. Miller said he has never examined or looked into that aspect. He said it is his understanding that the insurance limits which are included in the RFP's and the contracts are standard limits which are required in the contract under the purchasing manual.

Councilor Ives asked Mr. Miller if he would make inquiries in this regard, and Mr. Miller said he would do so.

Chair Vigil asked if SWMA has a local preference in its RFP process.

Mr. Kippenbrock said no, commenting he understands we can have a State preference, but not a local City of Santa Fe preference because we are jointly owned by the City and County, and the County follows the State Procurement Code and therefore cannot use any City or local preference. He said this question has been asked and answered previously.

Chair Vigil said the County has adopted legislation allowing for local preference, commenting that things have changed since that question was answered. She asked Mr. Kippenbrock to see if this possibility exists. She said some of the contracts have been awarded locally. She noted the City and County now both have local preference, and would like to be able to coordinate that, and give the appropriate weighted preference, if possible.

Mr. Kippenbrock said he will look into this and report back to the Committee.

Chair Vigil asked about the conversion of methane gas as an alternative energy source, and if the methane gas has increased.

Mr. Kippenbrock said methane gas monitoring is for any methane gas generated from landfill gas that is around the property, the perimeters, the buildings, etc. He said he would call this fugitive gas. He said the landfill gas collection system to which she is referring, is a collection of 15 wells that is being extracted by a blower system and it is flared-off and destroyed. He said the quantity of gas is still low, noting they run it currently only 3 times a week for about 4 hours each time. He said it still is on the low end and not at a sufficient level to it take to the next step, in terms of waste to energy, landfill gas to energy, etc.

Chair Vigil asked Mr. Kippenbrock if he believes this ever would be a possibility, commenting that Bernalillo County has done this.

Mr. Kippenbrock said no he doesn't foresee this happening. He said Camino Real Landfill near Sunland Park flares its landfill gas like we do and Rio Rancho Landfill does the same. He said in Albuquerque the gas is collected and used for the water heater system at the nearby detention center, noting they had a grant to do that. He said it is important to keep in mind that the City of Albuquerque landfill is much larger than ours and they can generate more quantity of landfill gas.

Chair Vigil asked if our capacity is too limited, even if we expanded to a regional landfill.

Mr. Kippenbrock said it isn't only capacity. He said additionally, the waste doesn't decompose in such a manner to collect sufficient gas.

Chair Vigil asked if this related to the basalt.

Mr. Kippenbrock said, no, it is related to rain in general, precipitation. He said the reason we had to put in the system was because of the non-methane organic compound that was present which exceeded the threshold by EPA. He said typically, in the western states, it is pretty much a catch-all everybody has to follow and are required to put in the system, whether it is reasonable or not. He said some put in a bioreactor to induce more liquid for the landfill to be able to generate energy, but that's another matter to look at in the future. However, at this time it would not be cost effective according to a white paper we did two years ago.

**MOTION:** Commissioner Holian moved, seconded by Commissioner Mayfield, to approve Item VI(C), as presented by staff.

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

**(D) REQUEST FOR APPROVAL OF SOLE SOURCE PROCUREMENT TO SMORACY, LLC., OF REMUS, MI, TO REPAIR FIRE DAMAGE TO UNIT 1436 (BEAST MODEL 3680 HORIZONTAL WOOD GRINDER) IN THE ESTIMATED AMOUNT OF \$50,000.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 10, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

Commissioner Mayfield said Santa Fe County owns two smaller machines which are no longer being used. He asked Mr. Kippenbrock if he has talked with the County about purchasing those or working on a trade.

Mr. Kippenbrock said he has not, but he will speak with Oliver and Adam about it. He is aware they are not being used, but this is the only conversation they have had on this.

Olivar Barela said at this time the County isn't mulching the green waste and they are transporting the green waste straight to BuRRT, and the reason BuRRT has such a big pile of green waste to mulch.

Commissioner Mayfield asked what is the intent of the County to use these mulching machines in the future.

Mr. Barela said one of the machines is down, and another needs some work. He said he spoke with Robert about putting them in the auction next year, but they haven't made a decision on whether one or both will go into the auction.

Commissioner Mayfield said if one machine is sitting dormant, and we have no intention to use it, rather than sending it to auction, perhaps SWMA could use it.

Mr. Kippenbrock said one reason he wants to repair the machine is that it is much larger than the County machines, and when it is put back on line, it will get back to the value. He said he also doesn't know the condition of the County's machine. He doesn't anticipate the repair cost to be more than \$50,000, but they put the threshold where it is because parts may need to be replaced about which he doesn't know at this time.

Commissioner Mayfield asked Mr. Kippenbrock if he has a backup, or if we are totally off line.

Commissioner Mayfield said it is totally off line. He said he wants to get started right away, because it will take some time to get this repaired, noting this company travels all over the U.S., commenting he will do whatever is necessary to keep the costs down.

Responding to Commissioner Mayfield, Mr. Kippenbrock said the company gave him a parts list of the worst case scenario which was \$30,000 plus, and he feels it will be much less after looking at the list. He said the picture of the fire seems to be intensive, but the flames primarily are the burning of tires, hydraulic fluid, etc. He said a lot of the parts can be salvaged, reiterating he believes it won't exceed \$50,000, although in his Memo he said it might be more than that.

Commissioner Mayfield asked Mr. Barela the value of the two County machines.

Mr. Barela said he thinks it is more than \$100,000.

Commissioner Mayfield said he thought there might be a win-win for SWMA and the County, if the County no longer is using the machines, and SWMA could use one of them.

Commissioner Holian asked Mr. Kippenbrock if he is now going to change procedures for storing equipment, moving it at night, where and how it is stored, and such.

Mr. Kippenbrock said yes. He doesn't think there was any neglect, but feels we should tighten the procedure which would include moving the machine away from the green waste area and toward the paved area at the end of the day. If there is smoldering, it would be very limited to that area. Secondly, he is using compressed air and water to remove some of the finer mulch from the machine itself to minimize any potential for smoldering. He said they do the inspections during shut-down to try to identify those areas. However, in most situations, the smoldering starts in the late afternoon and does not become noticeable until hours later when people are already gone. He said these new procedures will be implemented once the machine is back on line.

**MOTION:** Councilor Ives moved, seconded by Commissioner Holian, to approve Item VI(D) as presented by staff.

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

Commissioner Mayfield asked Mr. Kippenbrock to explore the use of one of the County's machines for SWMA.

Mr. Mayfield said he will do so.

**(E) REQUEST FOR APPROVAL OF FINAL CLOSURE/POST CLOSURE AND PHASE I/II ASSESSMENT COST ESTIMATES REPORT FOR THE CAJA DEL RIO LANDFILL.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 10, 2012, 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 Ives asked if this is done annually as a budgeting measure to ensure funds will be available when closure happens, rather than putting off that awareness until later.

Mr. Kippenbrock said this is correct. He said NMED requires that we have a trust fund set aside, using the 20 year formula to deposit funds each year, so the trust fund is fully funded by the time of closure, primarily for post closure, or in the event you need to shut down using a 3<sup>rd</sup> party. He said the auditors base it on the amount of air space acreage that has been completed – liability versus what we have on hand, so there are two different mechanisms which are examined by the NMED.

Councilor Ives asked the life expectancy of the landfill.

Mr. Kippenbrock said primarily you close as you go, if you feel you aren't going to increase height, etc. He said most landfills wait until the last minute on this aspect. Currently, 64 acres of the approximately 77 acres is impacted. He said with that area, plus any potential vertical increase, we could get another 7 years from that area. However, what is planned is to salvage what we can during the new 20 year permit, and eventually start closing off one side and progress in the normal fashion.

Mr. Kippenbrock said there are 9 mechanisms for financial assurance. In the old days, cities and counties could use their own financial reports to say they're strong enough to go out and get a bond at any given time. However, the State has shied away from that in recent years.

Councilor Ives said then this represents funding which is set aside in a fund by the City and County for those purposes.

Mr. Kippenbrock said it is set aside in a fund by SWMA as part of the tip fee in the trust fund, and it can't be touched without approval from the NMED.

Chair Vigil asked Mr. Kippenbrock if he is saying that in 7 years we will have to look for a new site.

Mr. Kippenbrock said no. He said we hope we can get at least 7 more years from the existing area at the landfill.

Chair Vigil asked the anticipated life use.

Mr. Kippenbrock said they were hoping the existing area would be approximately 7 years, and the 60-90 acres at the BLM will have 20 plus years, depending on the height and design. He said if we are able to max it out, we can get 30 plus years. He said we have a lot of acres west of the landfill, and we will be generating excess soil from the BLM side, and will be doing more cell construction right above the basalt area which could give another 5 years plus. He said if you count everything together, the life should be 30-40 years.

Commissioner Holian commented this is another excellent reason to increase the percentage of recycling.

Responding to Commissioner Mayfield, Mr. Kippenbrock said the financial audit is done separately in the fall and report in the Spring.

Commissioner Mayfield asked who participates in the exit conference with the auditors.

Mr. Kippenbrock said there are both entrance and exit conferences, and the Chair, the Vice Chair or another member of the Board is required to be present.

**MOTION:** Commissioner Holian moved, seconded by Councilor Ives, to approve Item VI(E) as presented by staff.

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

**(F) REQUEST FOR APPROVAL TO AMEND THE BY-LAWS AND OPERATING PROCEDURES FOR THE SOLID WASTE ADVISORY COMMITTEE**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 10, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

Councilor Ives said then the only change to be approved is adding "advise."

Mr. Kippenbrock said this is correct.

Commissioner Mayfield asked Mr. Kippenbrock, if he finds there is difficulty in maintaining quorums, to please come back to the Board and ask for a replacement.

Mr. Kippenbrock said he would do so, commenting that he would bring any vacancies back to this Board as soon as possible, noting he will keep in mind members who don't attend as well.

**MOTION:** Commissioner Holian moved, seconded by Commissioner Mayfield, to approve Item VI(F)

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

**(G) DISCUSSION WITH POSSIBLE ACTION ON A VACANT MEMBERSHIP OF THE SOLID WASTE ADVISORY COMMITTEE**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 10, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

A copy of *Santa Fe SWMA Solid Waste Advisory Committee*, is incorporated herewith to these minutes as Exhibit "8."

Mr. Kippenbrock said SWAC wants to start meeting every 2 months rather than every 3 months, noting the next meeting is scheduled for October 1, 2012.

Commissioner Mayfield asked if the SWAC Board Chair has ever come to make a presentation to this Board.

Mr. Kippenbrock said a consultant is chairing SWAC, noting he helped to develop and implement the plan, commenting he has attended a Board meeting in the past.

Commissioner Mayfield asked if we could amend the bylaws to get away from a consultant chairing the SWAC and perhaps asked one of our local appointees serve as the Chair.

Mr. Kippenbrock said that could be done, but said he would like to wait and bring that forward next year.

**MOTION:** Commissioner Mayfield moved, seconded by Commissioner Holian, to approve the appointment of Andrew Leyba to fill the vacancy on the Solid Waste Advisory Committee, created by the resignation of George Collins.

**DISCUSSION:** Chair Vigil said Mr. Leyba is thoroughly qualified for this, because it is replacing someone from the area and that position was created for those purposes.

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

**(H) DISCUSSION WITH POSSIBLE ACTION FOR THE GRAND OPENING OF THE HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated August 10, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "9." Please see Exhibit "9" for specifics of this presentation.

Commissioner Holian asked if the facility will be open to the public before September 14, 2012.

Mr. Kippenbrock said no, because they want to bring in the contractor to train our staff for 4 weekends, so we have a minimum of 3 days experience "under our belt."

Commissioner Holian asked if the facility will be open the same hours as BuRRT.

Mr. Kippenbrock said yes – Fridays and Saturdays from 8:00 a.m. to 4:45 p.m.

Commissioner Mayfield asked if there will be a charge for disposal of household and hazardous waste to come into the facility. Commissioner Mayfield said this Board has approved "freebies" in the past for these kinds of collections.

Mr. Kippenbrock said in the past there was only one annual event. Responding to Commissioner Mayfield, Mr. Kippenbrock said a free day on the day of the grand opening could be overwhelming. He said at one time, they were thinking of doing an annual event with the grand opening which would need to be done on Saturday or Sunday on the site, commenting they would get 600-700 cars.

Lisa Merrill said this is a good deal, noting 3 cents a pound is the minimum charge. .

Commissioner Ives noted we have a certificate of occupancy, notwithstanding that the work hasn't been finished which was discussed in Item VI(A).

Mr. Kippenbrock said they moved forward with the work to get the hot water heater installed, and he understands it is complete, commenting everything happened very fast over the past week.

**MOTION:** Commissioner Holian moved, seconded by Commissioner Mayfield, to hold the grand opening of the Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station on Friday, September 14, 2012, at 10:00 a.m.

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

## **VII. MATTERS FROM STAFF**

Lisa Merrill said SWAC member, George Collins resigned, and asked the Board to sign a card for him.

Cindy Padilla noted the City has developed a recycling strategy from the community meetings, with lots of elements. The City adopted a Resolution in 2008 calling for a 33% recycling rate by 2012, noting currently the City is at 8-12%. She said they will be working hard to move to the 33% in the very near future. She will provide a copy of the slide presentation to the members of the Board.

Chair Vigil said at the annexation meeting she spoke about working with the City in terms of increasing solid waste and recycling with County residents who use private haulers for these kinds of things, or the residents themselves recycle. She said the data is very clear that curbside recycling really works much better. She said there are areas in the County where the population is more dense which could be model programs, and where we can work on the 33% goal and getting more customers to the City. She said it would be necessary to enter into an agreement with the City for County residents to be a part of that. She said issues discussed were ordinances which are required by the City. She believes this would benefit both City and County residents during the annexation transition, and beyond that it would benefit the City in its quest to reach the 33% recycling rate.

Ms. Padilla said they will be working on a transition plan as we move forward, so that the annexation transition will be seamless.

Chair Vigil said SWAC has been looking at this as well, and would be of great value in the process.

Commissioner Mayfield said some residents, including himself, would like to purchase the industrial size dumpsters or industrial size recycling bins.

*[Ms. Padilla's response here was inaudible].*

Ms. Padilla said the County can purchase any of the containers through the County's price agreement.

Commissioner Mayfield said these would be for private use by the residents, and they want to get the stronger containers.

Ms. Padilla said she will look into this and see what can be done, although they can give them the name and address of the vendor.

Ms. Merrill said, with regard to dumpsters for residents, they probably would want to use one serviced by the City or by Waste Management. She said it wouldn't be practical to purchase an industrial sized trash cart or dumpster, because it would be difficult to empty. She said Waste Management provides its customers with the bins.

Commissioner Mayfield reiterated they want the industrial ones because they are more sturdy, and because they have no place to store waste until they go to the transfer station.

Responding to Commissioner Mayfield, Ms. Padilla said the City goes out to bid for vendors to take the old containers, commenting they do have value.

## **VIII. MATTERS FROM THE BOARD**

There were no matters from the Board

## **IX. NEXT MEETING DATE**

The next meeting will be held on September 20, 2012.

**X. ADJOURNMENT**

There was no further business to come before the Board, and the meeting was adjourned at 1:25 p.m.

**APPROVED BY:**

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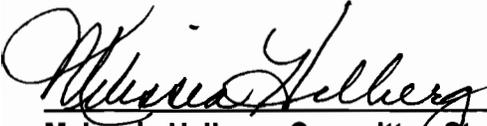
**Virginia Vigil, Chair**

**ATTESTED TO:**

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**Yolanda Y. Vigil, City Clerk**

**SUBMITTED BY:**



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**Melessia Helberg, Committee Stenographer**

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** August 9, 2012  
**Subject:** Request for Approval of Change Order No. 6 to Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$1,308.16.

## BACKGROUND & SUMMARY:

On July 21, 2011, the Board approved to award Bid No. 11/40/B to the lowest responsible bidder, ESA Construction of Albuquerque, NM, for the construction of a household hazardous waste (HHW) collection facility at the Buckman Road Recycling and Transfer Station (BuRRT) in the amount of \$716,742.19.

The construction project includes the following: 1) a 2,400 sq ft building to provide processing and storage of HHW and 2) a new recycling drop-off center (site work, paving, fencing and striping) located in the front of the scale house on the outbound side.

The following table shows Board approved and pending change orders.

Table 1. List of Change Orders.

Change Order Number	Approval Date	Amount	Total Contract Amount	Substantial Completion Date
-	July 1, 2011	-	\$716,742.19	February 10, 2012
1	November 17, 2011	\$11,121.63	\$727,863.82	February 25, 2012
2	January 26, 2012	\$1,759.82	\$729,623.64	March 1, 2012
3	February 23, 2012	\$23,889.78	\$753,513.42	April 2, 2012
4	April 19, 2012	\$11,274.61	\$764,788.03	May 2, 2012
5	June 21, 2012	\$8,409.53	\$773,197.56	June 30, 2012
6	Pending	\$1,308.16	\$774,505.72	June 30, 2012

The Agency is requesting the Board to approve Change Order No. 6 in the amount of \$1,308.16.

The justification for the change order is for electrical, plumbing and material for an on-demand water heater to be installed for the lavatory facets in the restroom. Another water heater is installed in the building to meet the requirements for the emergency shower area. It was learned that the heater will turn on only when there is sufficient water flow. The lavatory facets will not bring forth the necessary flow to turn on the heater.

The total contract amount with all change orders is \$774,505.72. A final inspection of the facility by the New Mexico Construction Industries Division is scheduled for August 13th.

Funding is available from 5500.100700 (Cash) to 52504.570400 (Building and Structures).

**ACTION REQUESTED:**

The Agency is requesting the Board to approve Change Order No. 6 to the Agreement for Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the construction of a household hazardous waste collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$1,308.16.

The Agency also requests approval of budget increase from 5500.100700 (Cash) to 52504.570400 (Building and Structures) in the amount of \$1,308.16

- Attachments:
- 1) Budget Adjustment Request
  - 2) Change Order No. 6 to Bid No. 11/40/B
  - 3) Construction Contract (Agreement) with Article 12 (Changes in the Work) under Section 11 (General Conditions)

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**ATTACHMENT**

**Budget Adjustment Request**



**ATTACHMENT**

Change Order No. 6 to Bid No. 11/40/B

**CHANGE ORDER**

No. 6

Project Santa Fe Solid Waste Management Agency / Household Hazardous Waste Collection Facility

DATE OF ISSUANCE August 7, 2012 EFFECTIVE DATE August 13, 2012

OWNER Santa Fe Solid Waste Management Agency

OWNER'S CONTRACT NO. \_\_\_\_\_

CONTRACTOR ESA Construction ARCHITECT J. R. Miller & Associates

You are directed to make the following changes in the Contract Documents.

Description and Reason for change.

Item A - Install 2.5 gallon Water Heater in restroom \$ 1,308.16 Not included in Contract Documents

All items include NMGRT

Attachments: Contractor Summary Sheet and proposal with breakdown for Item A

<p align="center"><b>CHANGE IN CONTRACT PRICE</b></p> <p>Original Contract Price \$ <u>716,742.19</u> includes NMGRT</p>	<p align="center"><b>CHANGE IN CONTRACT TIMES:</b></p> <p>Original Contract Times: Substantial Completion: <u>February 10, 2012</u> Ready for final payment: <u>February 24, 2012</u></p>
<p>Net Increase from previous Change Orders No. <u>0</u> to No. <u>5</u> \$ <u>56,455.37</u> includes NMGRT</p>	<p>Net change from previous Change Orders No. <u>0</u> No. <u>5</u> <u>142</u> (days)</p>
<p>Contract Price prior to this Change Order \$ <u>773,197.56</u> includes NMGRT</p>	<p>Contracts Times prior to this Change Order Substantial Completion: <u>June 30, 2012</u> Ready for final Payment <u>July 12, 2012</u> (days or dates)</p>
<p>Net Increase of this Change Order \$ <u>1,308.16</u> includes NMGRT</p>	<p>Net <u>Increase</u> of this Change Order: Substantial Completion: <u>None</u> Ready for final Payment: <u>51</u> (days)</p>
<p>Contract Price with all approved Change Order \$ <u>774,505.72</u> includes NMGRT</p>	<p>Contract Times with all approved Change Orders Substantial Completion: <u>June 30, 2012</u> Ready for final payment: <u>August 31, 2012</u>  (days or dates)</p>

RECOMMENDED

By: [Signature]  
ENGINEER (Authorized Signature)

Date: August 7, 2012

APPROVED:

By: \_\_\_\_\_  
OWNER (Authorized Signature)

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

ACCEPTED:

By: [Signature]  
CONTRACTOR (Authorized Signature)

Date: 8-8-12

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

**ESA CONSTRUCTION, INC.**  
 3435 Girard NE  
 Albuquerque, NM 87107  
 Tel: 505-884-2171  
 Fax: 505-888-3150

**ESA JOB #** 1181  
**Change Item**

**NUMBER:**  
**DATE:** 08/07/12

To: Michel Fidel  
 M&E Engineering

**PAGES FAXED:** 4  
**FAX NUMBER:**  
**EMAIL:** michel@mneengineering.com

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:  
 EEMAX SP2412 instant water heater

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	240.00	0.00		240.00
Rue's Mechanical			639.66	639.66
S&P Electric			184.00	184.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	48.00		1.09	49.09
Subtotal:	288.00	0.00	824.75	1,112.75
% OH & Profit on ESA work	15.00			43.20
% OH & Profit on Subcontract	5.00			41.24
<b>UNIT PRICING:</b>				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				1,197.19
ESA Bond 1%				11.97
SUBTOTAL				1,209.16
N.M. Gross Receipt Tax	8.1875%			99.00
TOTAL				1,308.16

Time extension required:



*Rue's* MECHANICAL PLUMBING & HEATING, INC.  
 7621 BACA LANE  
 SANTA FE, NM 87507/  
 Phone (505) 474-9123/ Fax (505) 474-9127

**CHANGE ORDER**

Date	
8/7/12	CO #4

<b>Bill To:</b>
ESA Construction Inc. 3435 Girard Blvd, NE Albuquerque, NM 87107

<b>Project:</b>
SFSWMA Buckman Road Hazardous Waste Facility 2600 Buckman Road Santa Fe, NM 87507

Quantity	Description	Rate	Amount
	Install EEMAX instant heater.		
2.5	Labor- Plumber	\$ 62.00	\$ 155.00
2.5	Labor- Laborer	\$ 33.00	\$ 82.50
	Material:		
1	Instant heater, EEMAX EMT2.5	\$ 297.78	\$ 297.78
1	Miscellaneous components to hook up instant heater	\$ 20.95	\$ 20.95
	Signature: _____ Date: _____		
		Subtotal	\$ 556.23
		P&O (15%)	\$ 83.43
		<b>TOTAL</b>	<b>\$ 639.66</b>

WE AGREE THAT 30 DAYS FROM DAY OF ANY INVOICE IS SUBJECT TO 1 ½% PER MONTH (18% ANNUAL RATE) INTEREST CHARGE. IF PLACED IN THE HANDS OF AN ATTORNEY FOR COLELCTION AND/OR SUIT, YOU WILL BE CHARGED REASONABLE ATTORNEY'S FEES AND COSTS.

	Description	Quantity	Date	Trade Price	Uni	Disc %	Link Price	Cost Adj	Net Cost	Labor	Uni	Total Material	Total Hours	Material C	Labor Con	Price Code
1	#12/2C CORD CONN - SO - 3/4" HUB	1	8/3/2012	2.50	C	0.00	0.00	0.000	2.50	43.00	C	0.03	0.43	Quoted	Normal	
2	Pigtail	1	8/3/2012	35.00	E	0.00	0.00	0.000	35.00	0.50	E	35.00	0.50	Normal	Normal	
<b>Totals</b>												<b>35.02</b>	<b>0.93</b>			

	Final Pricing	Value (\$)	Pct (%)	Alarm	Code
	Database Material (Extension)	35.00			
	Quoted Material (Extension)	0.03			
	<b>Material Total</b>	<b>35.03</b>			
	Direct Labor	51.69			
	<b>Labor Total</b>	<b>51.69</b>			
	General Expenses	69.33			
	<b>Total Cost</b>	<b>156.05</b>			
	Database Material Overhead				
	Labor Overhead				
	<b>Total Overhead</b>				
	Database Material Markup				
	Labor Markup				
	Adjustment Markup	28.09	18.000		
	<b>Total Markup</b>	<b>28.09</b>	<b>18.001</b>		
	Final Adjustment	-0.14	-0.078		
	<b>Selling Price</b>	<b>184.00</b>		Pinned	
	<b>Final Price</b>	<b>184.00</b>			

35

**ATTACHMENT**

Construction Contract (Agreement)  
with Article 12 (Changes in the Work) under Section 11 (General Conditions)

ITEM # 11-0924

**SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**FOR**

**BUCKMAN ROAD RECYCLING AND TRANSFER STATION –  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**



**BID No. '11/40/B**

**AUGUST 11, 2011**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

**BUCKMAN ROAD RECYCLING AND TRANSFER STATION  
CONSTRUCTION OF  
HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY**

This Agreement, entered into this 11<sup>th</sup> day of August, 2011, by and between the SANTA FE SOLID WASTE MANAGEMENT AGENCY, herein known as the Owner, and ESA CONSTRUCTION, INC., herein known as the Contractor for the following:

PROJECT: Complete Construction of  
Household Hazardous Waste Collection Facility

PROJECT No.: '11/40/B

ENGINEER OF RECORD: J.R. Miller & Associates, Inc  
2700 Saturn St.  
Brea, California 92821

DISTRIBUTION:

OWNER SANTA FE SOLID WASTE MANAGEMENT AGENCY

CONTRACTOR ESA CONSTRUCTION, INC.

ENGINEER J. R. MILLER & ASSOCIATES

USER AGENCY \_\_\_\_\_

OTHER \_\_\_\_\_

**RECITALS**

WHEREAS, the Owner, through its Solid Waste Joint Powers Board, is authorized to enter into a Construction Contract for the project; and

WHEREAS, the Owner has let this contract according to the established State and Local Purchasing procedures for contracts of the type and amount let; and

WHEREAS, construction of this Project was approved by the Solid Waste Joint Powers Board of SFSWMA at its meeting of August 11, 2011.

The OWNER and the CONTRACTOR agree:

**ARTICLE 1**  
**THE CONTRACT DOCUMENTS**

The Contract Documents consist of this Agreement, the Conditions of the Contract (General, Supplementary, and other Conditions), the Drawings, the Specifications, all Addenda issued prior to and all Modifications issued after execution of this Agreement. These documents form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

**ARTICLE 2**  
**THE WORK**

The Contractor shall perform all the Work required by the Contract Documents for Owner, at the Buckman Road Recycling and Transfer Station, 2600 Buckman Road, Santa Fe, NM 87507, for Construction of Household Hazardous Waste Collection Facility.

**ARTICLE 3**  
**TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**

The work to be performed under this Contract shall be commenced not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. Substantial Completion for the Bid Work shall be achieved within one hundred fifty (150) calendar days after the date of written Notice to Proceed [the Contract Time] except as hereafter extended by valid written Change Order by the Owner.

**ARTICLE 4**  
**CONTRACT SUM**

The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order as provided in the Contract Documents, the Contract Sum of Seven Hundred Sixteen Thousand Seven Hundred Forty-Two Dollars and Nineteen Cents (\$716,742.19).

The Contract Sum is determined as follows:

Base Bid Work	\$662,500.00
<u>Gross Receipts Tax</u>	<u>\$ 54,242.19</u>
TOTAL	\$716,742.19

**ARTICLE 5**  
**PROGRESS PAYMENTS**

Based upon Application for Payment submitted to the Owner by the Contractor and Certificates for Payment issued by the Owner, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided in the Contract documents for the period ending the last day of the month as follows:

Not later than twenty-one (21) days following the end of the period covered by the Application for Payment, ninety five percent (95%) of the portion of the Contract sum properly allocable to labor, materials, and equipment incorporated in the Work and ninety five percent (95%) of the portion of the Contract sum properly allocable to materials and equipment suitably stored at the site or some other location agreed upon in writing for the period covered by the Application for Payment, less the aggregate of previous payments made by the Owner; and upon substantial completion of the entire work, a sum sufficient to increase the total payments to ninety-eight percent (98%) of the Contract Sum, less such amounts as the Owner shall determine for all incomplete work and unsettled claims as provided in the Contract Documents.

**ARTICLE 6**  
**LIQUIDATED DAMAGES**

Should the Contractor fail to complete the work within the Contract Period of one hundred and fifty (150) calendar days or any extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of One Thousand dollars (\$1,000) per day of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Contract, not as a penalty, but as liquidated damages for such breach of the Contract.

**ARTICLE 7**  
**FINAL PAYMENT**

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the Owner to the Contractor within twenty-one (21) calendar days after all deficiencies to the Contract Documents that were noted during the Substantial Completion Inspection and listed on the attachment to the Certificate of Substantial Completion have been corrected, and provided the Contract has been fully performed and a final Certificate for Payment has been issued by the Owner. In addition, the Contractor shall provide to the Owner a certified statement of Release of Lien (AIA Document G706A or approved form), Consent of Surety, Warranty from Prime Contractor, Warranties from Suppliers and Manufacturers, training sessions, equipment/operating manuals, and as-built drawings.

**ARTICLE 8**  
**SCHEDULE**

The Contractor shall, within five (5) days after the effective date of Notice to Proceed, prepare and submit five (5) copies of a progress schedule covering project operations for the one hundred and fifty (150) calendar-day Contract Period for the Work. This progress schedule shall be of the type generally referred to as a Critical Path Method (CPM), Critical Path Schedule (CPS), and Critical Path Analysis (CPA), and other similar designations. The CPM shall be used to control the timing and sequences of the project. All work shall be done in accordance with the CPM Planning and Scheduling. A written statement of explanation shall be submitted with the progress schedule. All costs incurred by the Contractor to prepare and implement the CPM shall be borne by the Contractor, and are part of their contract.

**ARTICLE 9**  
**GENERAL AND SPECIAL PROVISIONS**

- 9.1 This Agreement shall be governed exclusively by the provisions hereof and by the laws of the State of New Mexico as the same from time to time exist.
- 9.2 Terms used in this agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 9.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, cost of defense, court costs and attorney's fees arising out of the acts, errors, or omissions of the Contractor. This provision shall survive the termination of this Agreement.
- 9.4 An enumeration of the Contractor's Liability Insurance requirements appears in the General Conditions of the Contract for construction. Insurance requirements are also described in the Instructions to the Bidder section of the Project Manual. Contractor shall maintain adequate insurance in at least the aggregate maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act and shall provide proof of such insurance coverage to the SFWMA. It is the sole responsibility of the Contractor to be in compliance with the law.
- 9.5 This Agreement shall not become effective until: approved by the Owner and signed by all parties required to sign this Agreement.
- 9.6 The Contractor and the Contractor's agents and employees are independent contractors performing professional and technical services for the Owner and are not employees of the Owner. The Contractor and the Contractor's agents and employees shall not accrue leave, retirement, insurance, bonding, use of Owner's vehicles, or any other benefits afforded to employees of the Owner as a result of this Agreement.
- 9.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without the prior written approval of the Owner.
- 9.8 The Contractor shall maintain detailed time records, which indicate the date, time and nature of services rendered. These records shall be subject to inspection by the Owner, the Department of Finance and Administration and the State Auditor. The Owner shall have the right to audit the billing both before and after payment; payment under this Agreement shall not foreclose the right of the Owner to recover excessive or illegal payments.
- 9.9 The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Owner for the performance of this Agreement. If sufficient appropriations and authorization are not made, this Agreement shall terminate upon written notice being given by the Owner to the Contractor. The Owner's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.
- 9.10 The Contractor warrants that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under this Agreement.
- 9.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans

with Disabilities Act, 29 CFR 1630.

- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Solid Waste Joint Powers Board, and the Owner's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, to all damages, losses, costs, liability, and expenses, including, without limitation, to attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. 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) 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.

OWNER: Santa Fe Solid Waste Management Agency  
149 Wildlife Way  
Santa Fe, NM 87506  
Attention: Mr. Randall Kippenbrock, Executive Director

CONTRACTOR: ESA Construction, Inc.  
3435 Girard NE  
Albuquerque, NM 87107 - - - - -  
Attention: Steve Brunson, Vice-President

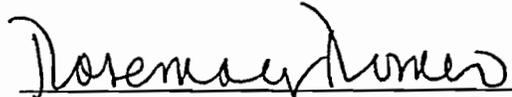
New Mexico License No. 28493 GB98

- 9.15 The Contractor agrees to maintain all time records and all other records it generates as a result of this Agreement for a period of three (3) years following the completion of the Work.
- 9.16 Gender, Singular/Plural. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.
- 9.17 Captions and Section Headings. The captions and section headings contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope and conditions of this Agreement.
- 9.18 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 9.19 Certificates and Documents Incorporated. All certificates and documentation required by the provisions of the Agreement shall be attached to this Agreement at the time of execution, and are hereby incorporated by reference as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

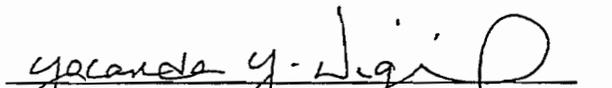
- 9.20 Separability. If any clause or provision of this Agreement is illegal, invalid or unenforceable under present or future laws effective during the term of this Agreement, then and in that event, it is the intention of the parties hereto that the remainder of this Agreement shall not be affected thereby.
- 9.21 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the terms hereof be construed to waive or lessen the right of either party to insist upon the performance by the other party in strict accordance with the terms hereof. Further, the waiver by any party of breach by the other party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.
- 9.22 Entire Agreement. This Agreement represents the entire Contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this Contract, and all such conditions, understandings, and agreements have been merged into this written Agreement. No prior conditions, agreements, or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 9.23 Interchangeable Terms. For purposes of all provisions within this Agreement and all attachments hereto, the terms "Agreement" and "Contract" shall have the same meaning and shall be interchangeable.
- 9.24 Words and Phrases. Words, phrases, and abbreviations which have well-known technical or trade meanings used in the Contract documents shall be used according to such recognized meaning. In the event of a conflict, the more stringent meaning shall govern.
- 9.25 Relationship of Contract Documents. The Contract Documents are complementary, and any requirement of one contract document shall be as binding as if required by all.
- 9.26 Pursuant to Section 13-1-191, NMSA 1978, reference is hereby made to the Criminal Laws of New Mexico (including Sections 30-14-1, 30-24-2, and 30-41-1 through 30-41-3, NMSA 1978) which prohibit bribes, kickbacks, and gratuities, the violation of which constitutes a felony. Further, the Procurement Code (Sections 13-1-28 through 13-1-199, NMSA 1978) imposes civil and criminal penalties for its violation.
- 9.27 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 Owner and the Contractor. No person shall claim any right, title of interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.

9.28 This Agreement is entered into as of the day and year first written above.

SOLID WASTE JOINT POWERS BOARD

  
COUNCILOR ROSEMARY ROMERO  
CHAIR

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR

BY: 

TITLE: VICE PRESIDENT

DATE: 8-18-11

NM TAXATION AND REVENUE CRS

NO. 02-102987-00-3

CITY OF SANTA FE BUSINESS REG

NO. 11-00103039

APPROVED AS TO FORM:

  
JUSTIN W. MILLER  
SFSWMA ATTORNEY

DATE: 8/18/11

under the policies will not be canceled until at least thirty days; prior written notice has been given to the Owner. The Contractor shall furnish one (1) copy of each of the Certificates of insurance herein required for each copy of the contract.

## 11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining his own liability insurance and, at his option, may purchase and maintain such insurance as will protect him against all claims which may arise from operations under the Contract.

## 11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain builder's risk property insurance or self insurance, or a combination of insurance and self insurance, upon the work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured or self insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall required by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Engineer, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

## 11.4 LOSS OF USE INSURANCE

11.4.1 The Owner, at his option, may purchase and maintain such insurance as will insure him against loss of use of his property due to fire or other hazards, however caused.

## ARTICLE 12

### CHANGES IN THE WORK

#### 12.1 CHANGE ORDERS

12.1.1 A Change Order is a written order to the Contractor signed by the Engineer and the Contractor and approved in writing by the Owner. A Change Order may be issued only after the execution of the

Contract and shall be the only means used to order changes in the work for which the Contractor requires additional compensation, changes to the Contract Time, or changes to the Contract Sum. Minor changes in the work for which the Contractor requires no additional compensation or time shall be executed in accordance with the provision of Subparagraph 12.3.1.

- 12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contractor consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - B. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - D. By the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.1, 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Engineer's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

- A. Material quantities and unit costs;
- B. Labor amounts and hourly rates (identified with specific items of material to be placed or operation to be performed);
- C. Costs inherent in use of Contractor/Sub-subcontractor owned equipment;
- D. Equipment rental, if any;
- E. Workmen's compensation and public liability insurance;
- F. General administration, overhead, supervision, project insurance and profit, based on the following schedule:

Subtotal before Applying <u>the Percentage Shown</u>	<u>\$500 &amp; Less</u>	<u>Over \$500</u>
Contractor for work performed by his own forces	22%	19%
Contractor for work performed by Subcontractor	10%	8%
Subcontractor for work performed by his own forces	18%	15%
Subcontractor for work performed by Sub-subcontractor	10%	8%
Sub-subcontractor for work performed by his own forces	18%	15%

- G. Employment taxes under FICA and FUTA; and
- H. State gross receipts tax (Contractor only).

12.1.7 The quotation for work under a Change Order shall be binding for sixty (60) days from the date submitted by the Contractor.

## 12.2 CONCEALED CONDITIONS

12.2.1 Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Contract Documents, or should unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in work of the Character provided for in this Contract, be encountered, the Contract Sum shall be equitably adjusted by change Order upon verified claim by either party made within twenty days after the first observance of the conditions.

12.2.2 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Engineer written notice thereof within twenty days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work, except in an emergency endangering life or property, in which case the Contractor shall proceed in accordance with Paragraph 10.3. No such claim shall be valid unless so made. If such claims are justified and the Owner authorizes an increase in the Contract Sum, the Owner and the Contractor shall proceed to negotiate the amount of the adjustment in the Contract Sum. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by the Engineer. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

12.2.3 If the Contractor claims that additional cost is involved because of, but not limited to, (1) any

written interpretation pursuant to Subparagraph 2.2.8, (2) any order by the Owner to stop the work pursuant to Paragraph 3.3 where the Contractor was not at fault, (3) any written order for a minor change in the work issued pursuant to Paragraph 12.3, or (4) failure of payment by the Owner pursuant to Paragraph 9.7, the Contractor shall make such claims provided in Subparagraph 12.3.1.

## 12.3 MINOR CHANGES IN THE WORK

12.3.1 The Engineer will have authority to order minor changes in the work not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

### ARTICLE 13

#### UNCOVERING AND CORRECTION OF WORK

##### 13.1 UNCOVERING OF WORK

13.1.1 If any portion of the work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the work has been covered which the Engineer has not specifically requested to observe prior to begin covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even the Owner shall be responsible for the payment of such costs.

##### 13.2 CORRECTION OF WORK

13.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** August 9, 2012  
**Subject:** Request for Approval of Amendment No. 6 to Professional Services Agreement with J. R. Miller & Associates, Inc. of Brea, CA, for the Plan, Design, Construction Management, and Development of an Operations Plan for a Permanent Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$7,038.80.

## BACKGROUND & SUMMARY:

On May 21, 2009, the Board approved a Professional Services Agreement (Agreement) to J.R. Miller & Associates, Inc. of Brea, CA, for engineering services for the plan, design, construction management, and development of an operations plan for a permanent household hazardous waste (HHW) collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$133,100 (RFP # '09/09/P).

On February 17, 2011, the Board approved Amendment No. 1 to increase the Agreement in the amount of \$47,160.00 for a total not-to-exceed amount of \$180,260.00. The engineering services for the HHW facility was expanded from the original scope of work. The actual extent of design services was undefined at the beginning until a feasibility analysis was performed. The original budget for design and construction documents assumed minimal design would be needed by using pre-manufactured HHW storage units and utilizing an open area near the transfer station building. Other changes in the scope of work included: 1) engineering and surveying services for the new recycling drop-off center; 2) additional design time for the changes to the electrical requirements based on field conditions; 3) increased demand for construction bid documents that is reflective of a competitive marketplace; 4) bidding services and construction support by J.R. Miller and subcontractor M&E Engineering, support service related to the RFP process for the HHW contracting service; and 5) required gross receipts tax for the additional services.

On August 11, 2011, the Board approved Amendment No. 2 to increase the Agreement in the amount of \$24,540.00 for a total not-to-exceed amount of \$204,800.00 for construction administration to complete the project. The Amendment was a result of the activities associated with the re-bidding that could not have been anticipated by the consultant or the Agency. The amendment also extended the Agreement to June 30, 2012.

On November 17, 2011, the Board approved Amendment No. 3 to increase the Agreement in the amount of \$8,560.00 for a total not-to-exceed amount of \$213,360.00. The

amendment was needed to cover the cost of construction material testing and special inspections as required for building code.

On February 23, 2012, the Board approved Amendment No. 4 to increase the Agreement in the amount of \$8,525.00 for a total not-to-exceed amount of \$221,885.00. The amendment was needed to cover the cost for revisions to the plans for additional culverts near the HHW construction project to accommodate the stormwater requirements for the green waste area and a facility site plan for a HHW site operating plan. The amendment also included a contingency amount of \$4,000 for construction administration.

On April 19, 2012, the Board approved Amendment No. 5 to increase the Agreement in the amount of \$6,267.00 for a total not-to-exceed amount of \$228,152.00. The amendment was needed to cover the cost for fire alarm and electrical revisions to the plans for the revised location of the portable self-contained HHW building, additional construction management due to the extended project time, and a contingency amount of \$3,000 for construction administration.

Amendment No. 6 will increase the Agreement in the amount of \$7,038.80 for a total not-to-exceed amount of \$235,190.80. The amendment is needed to cover additional field/support services through the close of the project, reimbursable items related to multiple bidding, printing, deliveries, and gross receipts taxes. The amendment will also extend the Agreement to September 30, 2012.

Funding is available from 5500.100700 (Cash) to WIP Design - 52504.572960.

**ACTION REQUESTED:**

The Agency is requesting the Board approve Amendment No. 6 to the Agreement with J. R. Miller & Associates, Inc. of Brea, CA, for the plan, design, construction management, and development of an operations plan for a permanent household hazardous waste collection facility at BuRRT in the amount of \$7,038.80.

The Agency also requests approval of a budget increase from 5500.100700 (Cash) to 52504.572960 (WIP Design) in the amount of \$7,038.80.

- Attachments: 1) Budget Adjustment Request  
2) Professional Service Agreement - Amendment No. 6  
3) Professional Service Agreement

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**ATTACHMENT**  
**Budget Adjustment Request**



**ATTACHMENT**

Professional Service Agreement - Amendment No. 6

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 6  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering Services for HHW Facility)**

This AMENDMENT No. 6 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 2, 2009 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and J.R. Miller & Associates, 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 engineering services for the plan, design, construction management and development of an operations plan for a permanent household hazardous waste (HHW) facility at the Buckman Road Recycling and Transfer Station.

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 additional Scope of Work 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 Seven Thousand Thirty-Eight Dollars and Eighty Cents (\$7,038.80) 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 Thirty-Five Thousand One Hundred Ninety Dollars and Eighty Cents (\$235,190.80), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$133,100.00
AMENDMENT NO. 1	\$47,160.00
AMENDMENT NO. 2	\$24,540.00
AMENDMENT NO. 3	\$8,560.00
AMENDMENT NO. 4	\$8,525.00
AMENDMENT NO. 5	\$6,267.00
AMENDMENT NO. 6	\$7,038.80
CONTRACT TO DATE	\$235,190.80

- 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 shall terminate on September 30, 2012, 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.

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Virginia Vigil  
Vice-Chair

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

ATTEST:

\_\_\_\_\_  
Valerie Espinosa  
Santa Fe County Clerk

J.R. MILLER & ASSOCIATES, INC.:

\_\_\_\_\_  
Douglas A. Drennen, P.E.  
Principal

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

APPROVED AS TO FORM:

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

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

**EXHIBIT A**

**J.R. Miller and Associates**

**Additional Scope of Work dated August 6, 2012**



ARCHITECTS  
ENGINEERS  
PLANNERS

August 06, 2012

Santa Fe Solid Waste Management Agency  
Caja Del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506

Attn: Randall Kippenbrock, P. E.  
Executive Director

RE: HHW Facility - Project 4116-0

Dear Randall:

As we are in the process of closing out the HHW project there have been additional expenses related to the extended construction administration time due to unforeseen agency reviews, changes and field inspections. The additional time has also increased the reimbursable amounts of the project. In reviewing the back-up of reimbursable cost it was noticed that an overage for prints associated to the 3<sup>rd</sup> bidding of the project have not yet been captured. Please see the line items below for the breakdown of the cost and services.

Additional Field / construction support services time from April through  
Closeout of construction administration \$ 3,020.00\*

Reimbursable overages (cash out of pocket)

\$1,876 for multiple bidding (Originally budgeted 5,000)  
\$532 for multiple sets of Mylar's and overnights to the water dept for changes  
\$570 M&E expenses (printing, deliveries misc)  
\$322 Misc. overnights for plan checks and project admin throughout project  
\$347 Misc. in house printing throughout project  
Total (sub) \$ 3,747.00

Subtotal \$ 6,767.00

Service taxes (\*Labor) \$ 271.80

Change Order for Special Inspections \$ 7,038.80

If you have any questions, please do not hesitate to call.

Sincerely,

J.R. MILLER & ASSOCIATES, INC.  
Architects, Engineers, Planners

Doug Drennen, P.E.  
Principal

DD/jrm  
Enclosures

J.R. MILLER & ASSOCIATES, INC.

Corporate Office

2700 Saturn Street

Brea, CA 92821

Tel: 714.524.1870

Fax: 714.524.1875

128 East Reynolds Road

Suite 101

Lexington, KY 40517

Tel: 859.245.0049

Fax: 859.245.0125

www.jrma.com

**ATTACHMENT**  
**Professional Service Agreement**

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and J.R. Miller & Associates, Inc. of Brea, CA ("the Contractor") for PLAN, DESIGN, CONSTRUCTION MANAGEMENT, and DEVELOPMENT OF OPERATIONS PLAN FOR A PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY (RFP # '09/09/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 a sum not to exceed One Hundred Thirty-Three Thousand One Hundred Dollars and No Cents (\$133,000.00) including applicable New Mexico gross receipts tax, broken down as follows:

Fee for Professional Services .....	\$126,763.00
New Mexico Gross Receipts Tax .....	\$6,337.00
Total .....	\$133,100.00

B. Contractor shall be responsible for the payment of the gross receipts tax amount to the State of New Mexico.

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.

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 December 31, 2011 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.

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.
- 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 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 also obtain and maintain Workers' Compensation insurance in accordance with New Mexico 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 maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 per occurrence.

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 arising from the negligent acts, errors, or omissions, or willful or 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 "public employees" as defined in the New Mexico Tort Claims Act 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: J.R Miller & Associates, Inc.  
2700 Saturn Street  
Brea, CA 92821

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

AGENCY:

Rosemary Romero

Rosemary Romero  
Chairperson

CONTRACTOR:

Douglas A. Drennen

Douglas A. Drennen, P.E.  
J.R. Miller & Associates, Inc.

DATE: 6-2-09

DATE: 6/01/09

APPROVED AS TO FORM:

Mark T. Baker

Mark T. Baker  
Agency Attorney

NM Taxation & Revenue CRS No.  
03-163308-00-0

City of Santa Fe Business  
Registration No. 09-00042464  
Control No. 0055742

ATEST:

Yolanda Vigil  
Yolanda Vigil  
City Clerk

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RUC)  
**Date:** August 8, 2012  
**Subject:** Request for Approval of Professional Services Agreement with BlueWater Environmental Consulting of Santa Fe, NM, for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$46,966.65 (RFP No. '12/27/P).

## BACKGROUND & SUMMARY:

The Agency issued Request for Proposal (RFP) No. '12/27/P on June 19, 2012, for environmental services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). The following four firms responded to the RFP on July 9, 2012.

BlueWater Environmental Consulting, Santa Fe, NM  
Souder, Miller & Associates, Santa Fe, NM  
TerranearPMC, Los Alamos, NM  
Weaver Boos Consultants, Greenwood Village, CO

The evaluation committee evaluated the proposals and interviewed the top two firms. The evaluation criteria and weighted values consisted of the following: qualifications and overall technical expertise (30%); capacity and capability (30%); familiarity with the Agency (20%); similar past services and accounts (10%); and proposed cost (10%). The evaluation committee selected BlueWater Environmental Consulting.

Staff entered into negotiations with BlueWater Environmental Consulting as per Scope of Services (Exhibit A of the Professional Services Agreement). In general, the services consist of the following:

- Methane gas monitoring – Caja del Rio Landfill
- Groundwater discharge permit sampling & reporting – Caja del Rio Landfill and BuRRT
- Groundwater monitoring – Caja del Rio Landfill
- Facility inspections – Caja del Rio Landfill and BuRRT
- Other regulatory consulting services as assigned

BlueWater Environmental Consulting will provide environmental services for Fiscal Year 2013, including gross receipts taxes, for a sum not to exceed \$46,966.65. As per Article 5 of the Agreement, the Agreement can be renewed annually upon the approval by the Board, not to exceed four years.

**ACTION REQUESTED:**

Staff recommends approval of Professional Services Agreement with BlueWater Environmental Consulting for environmental services for the Caja del Rio Landfill and BuRRT in the amount of \$46,966.65. Funding is available in line item 52501.510300 - Professional Contracts.

- Attachments: 1) Professional Service Agreement  
2) RFP No. '12/27/P

M:/Memo/Memo080812.3.docx

**ATTACHMENT**

**Professional Services Agreement**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Environmental 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 BlueWater Environmental Consulting, LLC, Santa Fe, NM (the “Contractor”) for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. ‘12/27/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 Forty-Six Thousand Nine Hundred Ninety-Six Dollars and Sixty-Five Cents (\$46,996.65).

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 August 16, 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. Donald M. Duncan  
Managing Member  
BlueWater Environmental Consulting, LLC  
1382 Santa Rosa Drive  
Santa Fe, NM 87505-3488

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Virginia Vigil  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Valerie Espinosa  
Santa Fe County Clerk

CONTRACTOR:

\_\_\_\_\_  
Donald M. Duncan  
Managing Member  
BlueWater Environmental Consulting, LLC

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

APPROVED AS TO FORM:

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

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

**EXHIBIT A**

Scope of Work

for

BlueWater Environmental Consulting, LLC

# **FISCAL YEAR 2013 SCOPE OF SERVICES**

## **Santa Fe Solid Waste Management Agency**

August 2, 2012

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2013.

### **TASK 1 METHANE GAS MONITORING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Perform quarterly methane gas monitoring at 10 bar-hole probe locations and the permanent structures.
- Prepare a quarterly report for each methane monitoring event that includes, but is not limited to: executive summary, introduction, description of field methods, results with tables and figures, discussion, and conclusions.
- Submit the quarterly reports to the Solid Waste Bureau of the New Mexico Environment Department within 45-days of the monitoring event.
- Provide one report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

### **TASK 2 DP-1115 SAMPLING & REPORTING – BURRT**

To complete this task BlueWater will:

- Report the volume of wastewater discharged monthly to the septic tank. BlueWater will determine the volume of discharge by obtaining monthly water meter readings from the City of Santa Fe.
- Collect semi-annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO<sub>3</sub>-N), total dissolved solids (TDS), and chloride.

- Conduct semi-annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.

**TASK 3 DP-1120 SEMI-ANNUAL INSPECTIONS & REPORTING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids and submit inspection logs to the Agency.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids and submit inspection logs to the Agency.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage. BlueWater will submit inspection logs to the Agency.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.
- Modify the sampling and reporting as necessary to comply with changes to the final permit requirements.

#### **TASK 4 DP-1120 SAMPLING – CAJA DEL RIO LANDFILL**

To complete this task BlueWater will:

- Collect annual samples of the wastewater from each of the two septic tanks for analysis of TKN.
- Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 6.2.7.WW toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants with concentrations greater than the detection limit of the analytical method.
- Include the above information in the semi-annual report due February 1.

#### **TASK 5 GROUND WATER MONITORING – CAJA DEL RIO LANDFILL**

To complete this task, BlueWater will perform the following services:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Sampling and Analysis Plan, Revision 1. The sampling method includes using low-flow bladder pumps that are powered by compressed nitrogen. To ensure that the monitoring wells have been adequately purged, BlueWater will monitor the temperature, pH, electro-conductivity (EC), redox potential (eH), and turbidity using a flow through cell.

- In addition to the ground water samples, the Sampling and Analysis Plan, Revision 1 specifies collecting the following quality control samples during each ground water sampling event:
  - Trip blank
  - Blind standard reference material/performance evaluation (SRM/PE) sample
  - Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis at detection limits that are equal to or less than the corresponding practical quantitation limit (PQL).
- Check the off-site “Headquarters Well” for the presence of water.
- Validate laboratory data using the USEPA Contract Laboratory Program, National Functional Guidelines for Organic Data Review (EPA, 1999) and USEPA Contract Laboratory Program, National Functional Guidelines for Inorganic Data Review (EPA, 2004) as guidelines. Data validation is necessary to assess the accuracy and precision of laboratory results.
- Use a T-test, with a type I error of 0.01, to statistically compare laboratory results to baseline levels pursuant to the Ground water Monitoring Plan, Revision 1.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for ground water sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the ground water report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau’s date stamp.

## **TASK 6 LEACHATE SAMPLING – CAJA DEL RIO LANDFILL**

To complete this task, BlueWater will perform the following services:

- Compile leachate pumping volumes from each cell for the prior year.
- Collect one composite leachate sample in proportion to the prior year's pumping volumes.
- Submit the sample to Hall Environmental Analysis Laboratory for analysis of 20.9.10.20 Subsections A and C.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

## **TASK 7 ANNUAL MONITORING SUMMARY – CAJA DEL RIO LANDFILL**

To complete this task, BlueWater will prepare an annual report that summarizes the following information:

- Methane monitoring results, sampling dates, and report submittal dates.
- Ground water monitoring results, sampling date, and report submittal date.
- Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.

## **TASK 8 INSPECTIONS – CAJA DEL RIO LANDFILL**

To complete this task, BlueWater will perform the following services:

- Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Inspect the operations of the landfill quarterly for compliance with 20.9.2 – 20.9.10 NMAC and the current operations plan.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Attend Solid Waste Bureau inspections.

## **TASK 9 REGULATORY CONSULTING SERVICES**

Upon request by the Agency, BlueWater will provide other consulting services not previously identified.

*BlueWater Environmental Consulting, LLC*  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**FISCAL YEAR 2013 BUDGET**

<b>Task</b>	<b>Invoice Item</b>	<b>Invoicing Basis</b>	<b>Unit Fee</b>	<b>Number of Units</b>	<b>Extended Fee</b>
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$780.00	4	\$3,120.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$925.00	2	\$1,850.00
3	DP-1120 Semi-annual Inspections & Reporting	Fixed fee	\$800.00	2	\$1,600.00
4	DP-1120 Annual Sampling	Fixed fee	\$1,400.00	1	\$1,400.00
5	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$8,750.00	1	\$8,750.00
6	Leachate Sampling & Reporting	Fixed fee	\$3,750.00	1	\$3,750.00
7	Annual Monitoring Summary	Fixed fee	\$670.00	1	\$670.00
8	Quarterly Shop & Operations Inspections	Fixed fee	\$575.00	4	\$2,300.00
9	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
Subtotal					\$43,440.00
NMGRT @ 0.081875					\$3,556.65
<b>Total</b>					<b>\$46,996.65</b>

**COMMENTS**

**Task 5**

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

# *BlueWater Environmental Consulting, LLC*

## **Fee Schedule** January 1, 2012

### Professional Services by Title

Principal	\$125.00
Senior	\$100.00
Project Scientist	\$80.00
Staff Scientist	\$65.00
Technician	\$50.00
Secretary	\$40.00

### Expenses

Mileage	\$1.50/mile
Field vehicle	\$50.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%

**ATTACHMENT**

RFP No. '12/27/P

**CITY OF SANTA FE  
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**"REQUEST FOR PROPOSALS"**

**ENVIRONMENTAL SERVICES  
FOR THE  
CAJA DEL RIO LANDFILL  
AND  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

**RFP No. '12/27/P**

**PROPOSAL DUE:**

**July 9, 2012  
2:00 P.M.  
PURCHASING OFFICE  
CITY OF SANTA FE  
2651 SIRINGO ROAD, BUILDING "H"  
SANTA FE, NEW MEXICO 87505**

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**NOTICE OF REQUEST FOR PROPOSALS**

**RFP No. '12/27/P**

Proposals will be received by the City of Santa Fe Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505 until **2:00 P.M. local prevailing time on July 9, 2012**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring professional services for the following:

**ENVIRONMENTAL SERVICES  
FOR THE  
CAJA DEL RIO LANDFILL  
AND  
BUCKMAN ROAD RECYCLING AND TRANSFER STATION**

The Offerors' attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said services shall apply to the proposal throughout, and they will be deemed to be included in the proposal document the same as though herein written out in full.

The Santa Fe Solid Waste Management Agency (Agency) is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful Offeror will be required to conform to the Equal Opportunity Employment regulations.

Proposals may be held for sixty (60) days subject to action by the Agency. The Agency reserves the right to reject any or all proposals in part or in whole. RFP packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. Telephone number is (505) 955-5711. Questions related to this RFP can be directed to Randy Watkins, Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 130. The RFP is available at <http://www.santafenm.gov/bids.aspx>.

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Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: 06/14/12  
To be published on: 06/19/12

Received by the Albuquerque Journal Newspaper on: 06/14/12  
To be published on: 06/19/12

## **PROPOSAL SCHEDULE**

This section of the RFP contains the proposal schedule for the procurement, describes the major procurement events and the conditions governing the procurement. The dates of the major procurement events considered by the Agency and Joint Powers Board are tentative and subject to change without notice.

<u>EVENT</u>	<u>DATE</u>
1. Advertisement	June 19, 2012
2. Issuance of RFP'S:	June 19, 2012
3. Receipt of Proposals:	July 9, 2012 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
4. Evaluation of Proposals:	July 12, 2012
5. Interviews:	July 24, 2012
6. Selection:	July 24, 2012
7. Negotiations:	July 25, 2012
8. Recommendation of Award to Joint Powers Board:	August 15, 2012

## **INFORMATION FOR OFFERORS**

### **1. RECEIPT OF PROPOSALS**

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites Offerors to submit one original and five (5) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, July 9, 2012.

The packets shall be submitted in a sealed container and addressed to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505. No late proposals will be accepted whether hand delivered, mailed or special delivery. Do not rely on "overnight delivery" without including some lead-time, as late-delivered packages will be determined to be non-responsive, no matter whose fault it was. It is recommended that extra days be included in the anticipated delivery date to ensure delivery is timely. The Purchasing Office is closed 12:00 p.m. to 1:00 p.m. The outside of the sealed container should clearly indicate the following information:

Proposal number:	'12/27/P
Title of the proposal:	Environmental Services for the Caja Del Rio Landfill and Buckman Road Recycling and Transfer Station

Name and address of the Offeror:

Any proposal received after the time and date specified shall not be considered. No proposing firm may withdraw a proposal within 90 days after the actual date of the opening thereof.

### **2. COPIES OF REQUEST OF PROPOSALS**

A complete set of the RFP may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505. A complete set of the RFP shall be used in preparing proposals. The Agency assumes no responsibility for errors or misinterpretations resulting from the use of an incomplete RFP. The Agency in making copies of RFP does so only for the purpose of obtaining proposals for this service and does not confer a license or grant for any other use. A copy of the RFP is available for public inspection at the Administration Building of the Agency, 149 Wildlife Way, Santa Fe, NM. The RFP is available at <http://www.santafenm.gov/bids.aspx>.

### **3. PREPARATION OF PROPOSAL**

Offerors shall comply with all instructions and provide all the information requested. Failure to do so may disqualify your proposal. All information shall be given in ink or typewritten. Any corrections shall be initialed in ink by the person signing the proposal.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

This RFP may be canceled or any and all proposals may be rejected in whole or in part whenever the Agency determines it is in the best interest of the Agency to do so.

#### **4. CORRECTION OR WITHDRAWAL OF PROPOSALS**

A proposal containing a mistake discovered before proposal opening may be modified or withdrawn by the Offeror prior to the time set for proposal opening by delivering written or telegraphic notice to the location designated in the RFP as the place where proposals are to be received. Withdrawn proposals may be resubmitted up to the time and date designated for the receipt of proposals, provided they are then fully in conformance with the RFP.

#### **5. INTERPRETATIONS AND ADDENDA**

No oral interpretation of the meaning of any section of the proposal documents will be binding. Oral communications are permitted in order to make an assessment of the need for an addendum. Any questions concerning the proposal must be addressed prior to the date set for receipt of proposal.

Every request for such interpretations should be in writing addressed to, Purchasing Officer, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico, 87505 and to be given consideration must be received at least five (5) days prior to the date set for the receiving of proposals or July 4, 2012.

Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the RFP, which if issued, will be sent by facsimile, e-mail, or hand delivered to all Offerors who are known by the Agency to have received a complete RFP not later than three days prior to the date fixed for the receipt of the proposals or July 6, 2012. Failure of any Offeror to receive any such addenda or interpretations shall not relieve Offeror from any obligation under their proposal as submitted. All addenda so issued shall become part of the contract documents.

Copies of addenda may be obtained from the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Building "H", Santa Fe, New Mexico 87505.

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

#### **6. LAWS AND REGULATIONS**

The Offeror's attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction

over the subject of this RFP shall apply to the contract throughout. They will be deemed to be included in the contract the same as though written out in full.

## **7. DISCLOSURE OF PROPOSAL CONTENTS**

The proposals will be kept confidential until a contract is awarded. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for the material that is proprietary or confidential. The Purchasing Officer will not disclose or make public any pages of a proposal on which the Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements.

Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal. Confidential data is normally restricted to confidential financial information concerning the Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, Sections 57-3A-1 to 57-3A-7 NMSA 1978. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the Purchasing Officer shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

## **8. PROPOSAL EVALUATION**

The evaluation of proposals will be awarded based on qualified proposals as per enclosed rating system and at the discretion and consideration of the governing body of the Agency. The Evaluation Committee may interview the top three rated Offerors, however; contracts may be awarded without such interviews. At its discretion the Agency reserves the right to alter the membership or size of the selection committee. The Agency also reserves the right to change the number of firms interviewed.

## **9. FINALIZE CONTRACT**

The contract will be finalized with the most advantageous Offeror. In the event that mutually agreeable terms cannot be reached within the time specified, the Agency reserves the right to finalize a contract with the next most advantageous Offeror without undertaking a new procurement process.

**10. CONTRACT AWARD**

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on August 15, 2012; however, the date of the meeting is tentative and subject to change without notice.

The contract shall be awarded to the Offeror whose proposal is most advantageous to the Agency, taking into consideration the evaluation factors set forth in the RFP.

**11. REJECTION OR CANCELLATION OF PROPOSALS**

The RFP may be canceled, or any or all proposals may be rejected in whole or in part, when it is in the best interest of the Agency. A determination containing the reasons therefore shall be made part of the project file (Section 13-1-131 NMSA).

**12. PROTESTS AND RESOLUTIONS PROCEDURES**

Any Offeror who is aggrieved in connection with the RFP process may protest to the Purchasing Officer. The protest must be in writing and submitted within fifteen (15) calendar days after knowledge of the facts or occurrences giving rise to the protest, but may not be filed later than seven (7) days after the Joint Powers Board approves award of the contract. Requirements regarding protests and resolution of protests are available upon request from the Purchasing Office.

**13. CHANGE IN CONTRACTOR REPRESENTATIVES**

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

**14. AGENCY RIGHTS**

The Agency reserves the right to accept all or a portion of an Offeror's proposal.

**15. RIGHT TO PUBLISH**

Throughout the duration of this procurement process and contract term, potential Offerors and contractors must secure from the Agency written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or termination of the contract.

**16. OWNERSHIP OF PROPOSALS**

All documents submitted in response to this Request for Proposals shall become the property of the Agency. However, any technical or user documentation submitted with the

proposals of non-selected Offerors shall be returned after the expiration of the protest period.

**17. ELECTRONIC MAIL ADDRESS REQUIRED**

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive correspondence.

**18. COMPLIANCE WITH CITY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)**

A copy of the City of Santa Fe Living Wage Ordinance §28.1 28-1.12 SFCC 1987 is attached (Appendix B). The Offeror will be required to submit the proposal such that it complies with the ordinance to the extent applicable. The recommended Offeror will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

## **DEFINITIONS AND TERMS**

1. **Addendum:** a written or graphic instrument issued prior to the opening of Proposals, which clarifies, corrects, or changes the Request for Proposals. Plural: addenda.
2. **Agency:** means the Santa Fe Solid Waste Management Agency.
3. **City:** means the City of Santa Fe.
4. **Consultant or Contractor:** means the successful Offeror who enters into a binding contract / agreement.
5. **Contract / Agreement:** means a written professional services agreement for the procurement of items of tangible personal property or services.
6. **Determination:** means the written documentation of a decision of the purchasing officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains (Section 13-1-52 NMSA 1978).
7. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
8. **Finalist:** is defined as an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation criteria is sufficiently high to merit further consideration by the Evaluation Committee.
9. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill.
10. **Offeror:** any person, corporation, or partnership legally licensed to provide professional engineering services in New Mexico who submits a proposal in response to this Request for Proposals.
11. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
12. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
13. **Request for Proposals:** or "RFP" means all documents, including those attached or incorporated by reference, used for soliciting proposals (Section 13-1-81 NMSA 1978).
14. **Responsible Offeror of Proposer:** means an offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that the proposer's financial resources, production or service facilities, personnel, service

reputation and experience are adequate to make satisfactory delivery of the services described in the proposal (Section 13-1-83 NMSA 1978).

15. **Responsive Offer or Proposal:** means an offer or proposal that conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to, price, quality, quantity or delivery requirements (Section 13-1-85 NMSA 1978).
16. The terms **must, shall, will, is required, or are required,** identify a mandatory item or factor that will result in the rejection of the offeror's proposal.
17. The terms **can, may, should, preferably, or prefers** identify a desirable or discretionary item or factor.

## **SPECIAL CONDITIONS**

### **1. GENERAL**

When the City's Purchasing Officer issues a purchase order document in response to the Contractor's proposal, a binding contract is created.

### **2. ASSIGNMENT**

Neither the order, nor any interest therein, nor claim under, shall be assigned or transferred by the Contractor, except as expressly authorized in writing by the City Purchasing Officer's Office. No such consent shall relieve the Contractor from its obligations and liabilities under this order.

### **3. VARIATION IN SCOPE OF WORK**

No increase in the scope of work, services or equipment after award will be accepted, unless means were provided for the increase within the contract documents. Decreases in the scope of work, services or equipment can be made upon request by the Agency or if such variation has been caused by documented conditions beyond the Contractor's control, and then only to the extent provided for elsewhere in the contract documents.

### **4. DISCOUNTS**

Any applicable discounts should be included in computing the bid submitted. Every effort will be made to process payments within thirty (30) days of satisfactory receipt of goods or services. The Agency shall make the final determination of satisfactory receipt of goods or services.

### **5. TAXES**

The price shall include all taxes applicable. The Agency is exempt from gross receipts tax on tangible personal property. A tax exempt certificate will be issued upon written request.

### **6. INVOICING**

(A) The Contractor's invoice shall be submitted in duplicate and shall contain the following information: invoice number and date, description of the supplies or services, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every complete order.

(B) Invoice must be submitted to **Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506** and not the City of Santa Fe.

**7. METHOD OF PAYMENT**

Every effort will be made to process payments within thirty (30) days of receipt of a detailed invoice and proof of delivery and acceptance of the products hereby contracted or as otherwise specified in the compensation portion of the contract documents.

**8. DEFAULT**

The Agency reserves the right to cancel all or any part of this order without cost to the Agency if the Contractor fails to meet the provisions for this order, and except as otherwise provided herein, to hold the Contractor liable for any excess cost incurred by the Agency due to the Contractor's default. The Contractor shall not be liable for any excess cost if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay; such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

**9. NON-DISCRIMINATION**

By signing this bid or proposal, the Contractor agrees to comply with Presidential Executive Order No. 11246 as amended.

**10. NON-COLLUSION**

In signing this bid or proposal, the Contractor certifies it has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the Agency.

**11. BRIBES, GRATUITIES AND KICKBACKS**

In signing this bid or proposal, the Contractor acknowledges that, as required by Section 13-1-191 NMSA 1978, reference is hereby made to the criminal laws of New Mexico (including Sections 30-14-1, 30-24-2 and 30-41-1 through 30-41-3 NMSA 1978) which prohibits bribes, kickbacks and gratuities, violation of which constitutes a felony. Further, Sections 13-1-28 through 13-1-199 NMSA 1978 imposes civil and criminal penalties for its violation.

## **SCOPE OF SERVICES**

### **BACKGROUND AND SUMMARY**

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from experienced firms to provide environmental services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

The Caja del Rio Landfill, opened in 1997, occupies an area of approximately 430 acres and 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 Buckman Road and Recycling Transfer Station (BuRRT), opened in 1997, occupies an area of approximately 16 acres and contains a transfer station, materials recovery facility (MRF), recycling drop-off convenience center, and a green waste area permitted through the New Mexico Environment Department for a transfer station/MRF. A household hazardous waste (HHW) facility is planned for summer 2012.

### **SCOPE OF SERVICES**

Environmental services shall consist of the following:

A. Methane Gas Monitoring – Caja del Rio Landfill

Perform quarterly methane gas monitoring for 10 bar-hole probe locations and permanent structures at the Caja del Rio Landfill for January, April, October and December.

Prepare a quarterly report for each monitoring event that includes, but is not limited to, a summary of the event, a description of the methods used for methane gas monitoring, figures, tables, results, a narrative discussion, and a conclusion.

Provide necessary project management to bring the services to completion.

B. Discharge Permit Sampling & reporting – BuRRT and Caja del Rio Landfill.

DP – 1115 (BuRRT)

Inspect the septic tank semi-annually for the accumulation of scum and solids.

Report the volume of wastewater discharge monthly to the septic tank. The discharge volume is obtained by recording the monthly meter reading for the facility's water supply.

Sample wastewater from the evaporation lagoon on a semi-annual basis for total Kjeldahl nitrogen (TKN) and nitrate as nitrogen (NO<sub>3</sub>-N).

Submit semi-annual reports that include the above items to the Ground Water Quality Bureau.

DP-1120 (Caja del Rio Landfill)

Inspect the shop wash holding tank semi-annually for the accumulation of wastewater and solids. Submit inspection logs to the Agency on a semi-annual basis.

Inspect two septic tanks semi-annually for the accumulation of scum and solids. Submit inspection logs to the Agency on a semi-annual basis.

Visually inspect the ground surface above the two leach fields semi-annually for proper maintenance and possible damage. Submit inspection logs to the Agency on a semi-annual basis.

Sample wastewater from each of the two septic tanks annually for TKN. Submit annual reports to the Agency.

Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 20.6.2.7.VV toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants list with concentrations greater than the detection limit of the analytical method. Submit annual reports to the Agency.

Submit quarterly and semi-annual reports that include the above items to the Ground Water Quality Bureau.

C. Groundwater Monitoring – Caja del Rio Landfill

Perform annual groundwater sampling and laboratory analysis for three groundwater monitoring wells and one piezometer on the landfill facility in accordance with the landfill's Groundwater Sampling and Analysis Plan and permit's conditions. Prepare a report for each monitoring event that includes, but is not limited to, a summary of the event, a description of the methods used for groundwater sampling and laboratory analysis, figures, tables, results, a narrative discussion and a conclusion.

Conduct annual leachate sampling. Analyze the samples according to requirements under the permit's conditions. Prepare a report for the sampling event that includes, but is not limited to, a summary of the event, a description of the methods used for leachate sampling, figures, tables, results, a narrative discussion, and a conclusion.

Prepare results from the leachate sampling for the NMED Solid Waste Bureau Annual Report.

Provide regulatory consulting services interpreting NMAC 20.9.1 groundwater rules.

Provide necessary project management to bring the services to completion.

D. Inspections

Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.

Inspect the operations of the landfill quarterly for compliance with NMAC 20.9.2 and the current operations plan.

Provide necessary project management to bring the services to completion.

E. Other Regulatory Consulting Services

Provide other regulatory consulting services that are not identified above as necessary for the SFSWMA.

## PROPOSAL SUBMITTAL REQUIREMENTS

Offerors shall submit one original and six (6) copies of their proposals to the City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 by 2:00 p.m. local prevailing time on July 9, 2012. Any proposal received after this deadline will not be considered.

All proposals must be typewritten on standard 8 1/2" x 11" paper and bound on the left-hand margin and placed within a binder with tabs delineating each section. Larger paper is permissible for charts, spreadsheets, etc.

Although there is no maximum proposal length, proposals should be kept to the minimum length necessary to address the requirements of the RFP. Padding the proposal with "boiler plate" material is strongly discouraged.

The proposal must be organized and indexed in the following format and must contain, as a minimum, all listed items in the sequence indicated:

- 1) Letter of Transmittal.
- 2) Acknowledge receipt of any and all amendments to this RFP.
- 3) Provide the following for each sub-consultant (if needed):
  - o Name, address, and telephone number.
  - o State the qualifications.
  - o Describe the role of the sub-consultant in the provision of the services.
- 4) Qualifications as demonstrated by experience. Document relevant expertise, qualifications and experience via similar accounts/services. Demonstrated expertise must include services with characteristics substantially similar to the proposed services.
- 5) Capacity and capability to perform the work.
- 6) Proximity to or familiarity.
- 7) Proposed cost.
- 8) Copy of City of Santa Fe Business License.
- 9) Copy of State of New Mexico CRS Tax Identification Number.
- 10) Summary of insurance/liability coverage.
- 11) Campaign Contribution Disclosure Form (Appendix A)

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP must be thoroughly completed and included in the appropriate section of the proposal.

Any proposal that does not adhere to this format, and which does not address each specification and requirement within the RFP may be deemed non-responsive and rejected on that basis.

The Offeror is specifically advised that any person or other party to whom it is proposed to award a subcontract under this proposal must be accepted by the Agency. No subcontractor with a suspension or debarment will be accepted by the Agency. The Offeror shall be wholly responsible for the entire performance whether or not sub-consultants are used.

Any cost incurred by the Offeror in preparation, transmittal, presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror.

**EVALUATION CRITERIA & WEIGHTED VALUES**  
**EVALUATION COMMITTEE MEMBERS**  
**RFP No. '12/XX/P**

Robert Rodarte, Purchasing Director or Representative  
Mike Smith, BuRRT Site Manager  
Randy Watkins, Caja del Rio Landfill Manager  
Olivar Barela, Santa Fe County Solid Waste Manager or Representative  
Cindy Padilla, City of Santa Fe Solid Waste Director or Representative

At its discretion and without notice, the Agency reserves the right to alter the membership and size of the evaluation committee. The evaluation committee will provide written evaluations based on the evaluation criteria and weighted values shown below. The evaluation points scored will be totaled to determine the top rated firms. Interviews may be conducted with the firms receiving the top three scores in the written evaluations and their interviews will be evaluated. Unless noted elsewhere in this RFP, the same evaluation criteria and weighted values shown below will be used to conduct the interview evaluations. The scores from the interview evaluations will be totaled to determine the top rated firm unless extenuating circumstances are documented

<b>EVALUATION CRITERIA</b>	<b>POINTS AVAILABLE</b>
1. Qualifications and Overall Technical Expertise	300
2. Capacity and Capability	300
3. Familiarity with the Agency	200
4. Similar Past Services and Accounts	100
5. Proposed Cost and Work Schedule	100
<b>Total Maximum Allowable Points</b>	<b>1,000</b>

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the mandatory requirements or doing so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

The Evaluation Committee may make such investigations as necessary to determine the ability of the Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any Offeror who is not a responsible Offeror or fails to submit a responsive offer.

**EVALUATION CRITERIA & WEIGHTED VALUES**  
**for**  
**RFP No. '12/XX/P**

Evaluation Points:

<b>Criteria</b>	<b>Weighted Value</b>	<b>Evaluation Pts. 1-2-3-4-5 6-7-8-9-10</b>	<b>Total</b>	<b>Max Score</b>
Qualifications and Overall Technical Expertise	30%	_____	_____	300
Capacity & Capability	30%	_____	_____	300
Familiarity with the Agency	20%	_____	_____	200
Similar Past Services and Accounts	10%	_____	_____	100
Proposed Cost	10%	_____	_____	100
	<b>Total</b>		=====	<b>1,000</b>

The Agency reserves the option to contact further references at its discretion, the results of which may be reflected in the above evaluation.

\_\_\_\_\_  
 Company Name

Evaluation: \_\_\_\_\_ Interview: \_\_\_\_\_ (Please mark appropriate field)

\_\_\_\_\_  
 Signature and title of evaluator

\_\_\_\_\_  
 Date

**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 Chris Rivera, Peter Ives, and Bill Dimas; Santa Fe County Commissioners Kathy Holian, Daniel "Danny" Mayfield, and Virginia Vigil.**

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

\_\_\_\_\_  
Date

**APPENDIX B**  
**Living Wage Ordinance**

# Living Wage Ordinance

*Ordinance Number §28-1 28-1.12 SFCC 1987*

**Purpose:**

The City of Santa Fe Living Wage Ordinance was adopted to establish minimum hourly wage rates.

**Who it affects:**

- All businesses and non-profit organization required to have a business license or business registration issued by the City of Santa Fe.

**Compliance:**

- Affected businesses are required to pay employees an hourly wage of \$9.85 effective January 1, 2009.
- Beginning January 1, 2009, and each year thereafter, the minimum wage shall be adjusted upward by an amount corresponding to the previous year's increase, if any, in the consumer price index for the western region for urban wage earners and clerical workers.
- For workers who customarily receive more than \$100 per month in tips or commissions, any tips or commissions received and retained by a worker shall be counted as wages and credited towards satisfaction of the minimum wage provided that, for tipped workers, all tips received by such workers are retained by the workers, except that the pooling of tips among workers shall be permitted.
- The value of health care benefits and child care shall be considered as an element of wages.
- Non-profit organizations whose primary source of funds is from (Medicaid) waivers are exempt.

**Prohibitions against retaliation and circumvention:**

- It shall be unlawful for any business, employer or employer's agent or representative to take any action against an individual in retaliation for exercising or communicating rights under this ordinance. This includes retaliation against individuals who mistakenly but in good faith allege noncompliance with the ordinance. Taking adverse action against an individual within sixty days of the individual's assertion of or communication of information regarding rights raises a reputable presumption of retaliation for assertion of rights.
- It shall be unlawful for any business or employer to intentionally circumvent the requirements of this ordinance by contracting portions of its operations or leasing portions of its property.

**Enforcement; Remedies:**

- **Administrative Enforcement** - The city manager, or his/her designee, is authorized, as appropriate and as resources permit, to enforce this ordinance.
- **Criminal Penalty** - A person violating this ordinance shall be guilty of a misdemeanor and, upon conviction, for Each offense may be subject to fines and imprisonment as set forth in Section 1-3 SFCC 1987. A person violating any of the requirements of this ordinance shall be guilty of a separate offense for each day or portion thereof and for each worker or person to which any such violation occurred.
- **Other remedies** - The city, any individual aggrieved by a violation of this ordinance, or any entity the members of which have been aggrieved by a violation of this ordinance, may bring a civil action in a court of competent jurisdiction to restrain, correct, abate or remedy any violation of this ordinance and, upon prevailing, shall be entitled to such legal or equitable relief as may be appropriate to remedy the violation including, without limitation, reinstatement, the Payment of any wages due and an additional amount as liquidated damages equal to twice the amount of any wages due, injunctive relief, and reasonable attorney's fees and costs.

**Nonexclusive Remedies and Penalties** - *The remedies provided in this section are not exclusive, and nothing in this ordinance shall preclude any person from seeking any other remedies, penalties, or relief provided by law.*

**Posting and Publication:**

- Any business subject to the provisions of this ordinance shall as a condition to obtaining and holding a city of Santa Fe business license or registration, post and display in a prominent location next to its business license or registration on the business premises a notice, in English and Spanish, that the business is in compliance with the provisions of this ordinance and post the text of this notice. Failure to comply with this section shall be construed a violation of this ordinance and, in addition, shall be considered grounds for suspensions, revocation, or termination of the business license or registration.

*For further information, please contact the office of: Constituent Services at (505) 955-6949 or by Email at:constituentservices@santafemn.gov*

**APPENDIX C**  
**Sample Contract**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
(Environmental 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 \_\_\_\_\_ (the “Contractor”) for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. ‘12/XX/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 XX Dollars and XX Cents (\$XX.XX).

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 \_\_\_\_\_, 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:**

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

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Virginia Vigil  
Chairperson

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

ATTEST:

\_\_\_\_\_  
Valerie Espinosa  
Santa Fe County Clerk

CONTRACTOR:

\_\_\_\_\_

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

APPROVED AS TO FORM:

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

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

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** August 10, 2012  
**Subject:** Request for Approval of Sole Source Procurement to Smoracy, LLC of Remus, MI, to Repair Fire Damage to Unit 1436 (Beast Model 3680 Horizontal Wood Grinder) in the Estimated Amount of \$50,000.00.

## BACKGROUND & SUMMARY:

Shortly before midnight on July 30, 2012, the City of Santa Fe Fire Department responded to an equipment fire at the Buckman Road Recycling and Transfer Station (BuRRT). The equipment was the 3680 Beast portable wood grinder (Unit 1436), which is utilized for the green waste program.

According to the City's fire incident report and the Agency's post fire investigation findings, the cause of the fire is unknown. However, the fire report indicated that the mulch was a significant fuel source in the area of the burn. The Agency's findings indicate that there were several possibilities for ignition such as: heat friction from a bearing failure, the drive belt rubbing against fine sized mulch packed inside the belt shield area, a ruptured hydraulic line, or an electrical short in the wiring harness. Other contributing factors to the ignition of the fire could have been that the grinder was not moved, at the end of the shift, away from the green waste area to an area free of mulch (pavement) and the grinder was not cleaned thoroughly with compressed air and/or water for the removal of mulch.

The major components of the grinder damaged in the fire include the drive belt, several hydraulic hoses and valves, several bearings, a portion of the electrical harness, and a set of tires and rims.

General information on the equipment is as follows:

- Equipment was purchased in 2003 for \$249,509.
- Current value of the equipment with approximately 3,900 operating hours before the fire is estimated at \$200,000.
- Average of life of the equipment is 5,000 hours.
- Insurance deductible is \$75,000.
- Cost for a new machine is approximately \$450,000.

The repair work will be done by Smoracy, LLC of Remus, MI, the manufacturer of Beast grinders and the company most familiar with the grinder. Smoracy is the sole source vendor for the Beast wood grinder under the Agency's Purchasing Policy 2010.1 and the repair qualifies as an exempt procurement under the City of Santa Fe Purchasing Manual – Section

18.1(7k). Smoracy submitted a quote to repair the grinder for \$33,187.11, which is based on their review of photos taken by the Agency. The quote is an estimate only until the grinder is taken apart for further inspection. Because of this, the Agency is requesting \$50,000 as an estimated amount for repair. The method of billing will be time and materials. Funding is available in Repair Machinery and Equipment – 52504.520400.

**ACTION REQUESTED:**

Staff recommends approval of sole source procurement with Smoracy, LLC to repair fire damage to Unit 1436 in the estimated amount of \$50,000.00.

- Attachments: 1) Repair Estimate from Smoracy, LLC  
2) Fire Incident Report  
3) Post Fire Investigation Findings

M: /Memo/Memo081012.1.rtf

**ATTACHMENT**

Repair Estimate from Smoracy, LLC



TELEPHONE 989.581.2270 FAX 989.581.2273  
 SALES@BANDITCHIPPERS.COM WWW.BANDITCHIPPERS.COM

REMIT PAYMENT:  
 (VIA REGULAR MAIL)  
 Dept #77982  
 Smoracy LLC  
 P.O. Box 77000  
 Detroit, MI 48277-0982

# Sales Quote

Sales Quote No.	79059
Customer No.	SANTFW

**Bill To**

Santa Fe Solid Waste Management  
 Caja Del Rio Landfill  
 149 Wildlife Way  
 Santa Fe, NM 87506  
 USA

**Ship To**

Santa Fe Solid Waste Management  
 Caja Del Rio Landfill  
 149 Wildlife Way  
 Santa Fe, NM 87506  
 USA

Order Date	Ship Via	Payment Method	E.O.B.	Customer PO Number		
08/06/12	WILL ADVISE	Net 10 Days	Remus	FIRE QUOTE 8/6/12		
Customer Phone #	Salesperson	Ordered By	Resale Number			
505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
2	2	Y	900-5904-03 Rim- 22.5 X 9.00 DUP-1011.250-1/2 FMD Rim		659.41	1,318.82
2	2	Y	900-5903-90 Tire ONLY 275/80R 22.5(H) for Beast		569.25	1,138.50
1	1	N	900-1908-78 bushing, J X 3- 15/16 -KW		119.88	119.88
2	2	Y	900-1912-06 Belt- 4/8VF-2000 Kevlar belt		1,069.43	2,138.86
1	1	Y	900-3924-31 Motor RE45085400 Auger motor w/ long shaft		472.77	472.77
1	1	Y	900-1905-26 Sprocket, H80P11 for auger motor		36.04	36.04
1	1	Y	3lbs each 900-1906-33 Bearing 2- 7/16 pillow block brg		309.38	309.38

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Customer Phone #	Salesperson	Ordered By	Resale Number			
505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
1	1	Y	977-100052 adjuster bolt for infeed headshaft adjuster assy		25.41	25.41
1	1	Y	900-1905-70 Bearing, 4-15/16" Bore S2000-4B w/S2S Seals-Trip Lip S		1,977.05	1,977.05
2	2	Y	900-5907-98 Bearing- inner cone 15K axle 031-020-02		29.36	58.72
2	2	Y	900-5907-99 Bearing- inner cup 15K axle 031-020-01		17.03	34.06
2	2	Y	900-5908-00 Bearing- outer cup 15K axle 031-021-01		16.19	32.38
2	2	Y	900-5908-01 Bearing- outer cone 15K axle 031-021-02		29.38	58.76
2	2	Y	900-5908-06 Spindle washer for 15K axle 005-060-00		2.91	5.82

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08/06/12	WILL ADVISE	Net 10 Days	Remus	FIRE QUOTE 8/6/12		
Customer Phone #	Salesperson	Ordered By	Resale Number			
505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
2	2	Y	900-5908-03 Oil seal- unitized for 10K 15K axle 010-056-00		21.03	42.06
2	2	Y	900-5908-07 Spindle nut for 15K axle 006-084-00		3.75	7.50
2	2	Y	900-5908-08 Tang washer for 15K axle 005-059-00		2.95	5.90
1	1	Y	900-3908-44 valve -5 bank stab,folds,yoke lock,auger		863.29	863.29
1	1	Y	900-3923-15 Valve-Discharge Conveyor Manual Control Valve		333.12	333.12
1	1	Y	MISC. Hydraulic Hoses/Fittings		2,288.23	2,288.23
1	1	Y	900-9903-01 Fire extinguisher ADX #1131 Horizontal mount		593.56	593.56

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505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
1	1	Y	900-8900-35 Decal Kit, Safety, Beast all models dated 1/07		282.25	282.25
1	1	Y	900-8900-73 logo decal kit-2680,3680,4680 beast (no safety decals)		190.30	190.30
1	1	Y	900-2903-75 Harness, Cat panel to bulkhead, 29-pin		459.80	459.80
1	1	Y	VENDOR MANAGEMENT CABINET PART 1956 harness-hyd. output for Cat w/ 3speed option-old		222.75	222.75
1	1	Y	900-2913-34 PT-Tech, wiring harness for HPTO 14,16,20 TD/DD		202.50	202.50
1	1	Y	900-2908-58 tail light wiring harness for Beast with J560 7-pin so		201.61	201.61
1	1	N	900-2902-51 10ft. Antenna Cable		56.25	56.25

Print Date	08/10/12
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**Dept #77982**  
**Smoracy LLC**  
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**Detroit, MI 48277-0982**

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505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
20	20	Y	900-2910-51 SJE-12-3 Neopreme Insulated		2.03	40.60
1	1	Y	977-800148 PT Tech Controller Kit w/Box - ADV. III, 136 Tooth		2,455.94	2,455.94
80	80	N	SERVICEMAN Labor Charges@ \$110/HR		110.00	8,800.00
8	8	Y	EXPENSES Serviceman Expenses Per Day (Food, Hotel)		130.00	1,040.00
8	8	Y	MISC. Misc Expenses		50.00	400.00
3,100	3,100	N	MILEAGE Round Trip From Remus MI to Santa Fe NM @ \$2.25/mile		2.25	6,975.00

<b>Print Date</b>	08/10/12
<b>Print Time</b>	09:04:28 AM
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Customer Phone #	Salesperson	Ordered By	Resale Number			
505-424-1850	Kyle Kimball	Phil Lucero				
Order Quantity	Approve Quantity	Tax	Item Number / Description	Disc%	Unit Price	Extended Price
			-Parts Quoted per photos e-mail by Phil Lucero. -Labor Hours are Estimated and may vary.  NOTE: Labor is not included in this quote.  Quote only good for 30 days! No returns on electrical or special order items. 20% restock fee for any returned, non-electrical items   Approved By: _____ <input type="checkbox"/> Approve All Items & Quantities			

<b>Print Date</b>	08/10/12
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<b>Page No.</b>	6

<b>Subtotal</b>	33,187.11
<b>Freight</b>	0.00
<b>Order Total</b>	33,187.11

Entered By: Kyle Kimball

**ATTACHMENT**

Fire Incident Report

**Incident Report**

Santa Fe Fire Department

2012-0008168 -000

**Basic**

Alarm Date and Time	23:56:30	Monday, July 30, 2012
Arrival Date and Time	00:09:51	Tuesday, July 31, 2012
Controlled Date and Time		
Last Unit Cleared Date and Time	02:11:52	Tuesday, July 31, 2012
Response Time	0:13:21	
Priority Response	Yes	
Completed	Yes	
Reviewed	Yes	
Fire Department Station	001	
Shift	B	
Incident Type	138 - Off-road vehicle or heavy equipment fire	
Initial Dispatch Code	003	
Aid Given or Received	N - None	
Alarms	1	
Action Taken 1	11E - Fire Suppression -EFR	
Casualties	No	
Apparatus - Suppression	2	
Personnel - Suppression Personnel	3	
Property Loss	\$0.00	
Contents Loss	\$0.00	
Property Use	648 - Sanitation utility	
Location Type	Address	
Address	1686 PASEO DE VISTAS	
City, State Zip	SANTA FE, NM 87501	
District	001	

**Fire**

Area of Origin	83 - Engine area, running gear, wheel area
Heat Source	12 - Radiated, conducted heat from operating equipment
Item First Ignited	44 - Chips, including wood chips
Type of Material	61 - Wood chips, sawdust, shavings
Cause of Ignition	5 - Cause under investigation
Contribution To Ignition 1	55 - Failure to clean
Suppression Factor 1	315 - Significant fuel load from man-made condition
Mobile Equipment Involved	3 - Involved in ignition and burned
Mobile Equipment Type	27 - Garbage, waste, refuse truck
Mobile Equipment Make	VG - Volvo GMC

**Apparatus - SFE1**

Apparatus ID	SFE1	
Response Time	0:11:05	
Apparatus Dispatch Date and Time	23:57:01	Monday, July 30, 2012
En route to scene date and time	23:58:46	Monday, July 30, 2012
Apparatus Arrival Date and Time	00:09:51	Tuesday, July 31, 2012
Apparatus Clear Date and Time	02:11:52	Tuesday, July 31, 2012
Apparatus priority response	Yes	
Number of People	3	
Apparatus Use	1	

**Incident Report**

Santa Fe Fire Department

2012-0008168 -000

**Apparatus - SFE1**

Apparatus Action Taken 1	11E - Fire Suppression -EFR
Apparatus Type	11 - Engine
Personnel 1	200 - Baca, Steven Position: CAPT Personnel Action Taken 1: 81E - Incident Command -EFR
Personnel 2	255 - Owens, Ashley J Position: FF Personnel Action Taken 1: 11E - Fire Suppression -EFR
Personnel 3	243 - Serrano, Paul Position: ENG Personnel Action Taken 1: 57E - Lighting & Resources provided -EFR

**Apparatus - SFFP3**

Apparatus ID	SFFP3
Apparatus Dispatch Date and Time	00:25:27 Tuesday, July 31, 2012
Apparatus Arrival Date and Time	01:03:01 Tuesday, July 31, 2012
Apparatus Clear Date and Time	02:09:01 Tuesday, July 31, 2012
Apparatus priority response	Yes
Apparatus Use	1
Apparatus Action Taken 1	86 - Investigate
Apparatus Type	00 - Other apparatus/resource

**Authority**

Reported By	200 - Baca, Steven 19:09:18 Tuesday, July 31, 2012
Officer In Charge	200 - Baca, Steven 19:09:18 Tuesday, July 31, 2012
Reviewer	83 - Naranjo, Reyes 19:18:16 Tuesday, July 31, 2012

**Narratives**

Narrative Name	CAD Narrative
Narrative Type	CAD Narrative
Author	-
Narrative Text	clr adv that near this loc she stated that there is 23:56:47 veh that is on fire 23:57:04 she stated that it is where they recycle cans 23:57:04 clr adv that it looks like a work veh that is on fire 23:58:04 the fire is at the bottom of the veh 23:58:04 there is a lot of trees and brush near the veh 23:58:34 clr will wait at the gate 23:59:23 END
Narrative Name	Incident
Narrative Type	Incident
Narrative Date	18:57:02 Tuesday, July 31, 2012
Author	200 - Baca, Steven
Author Rank	CAPT
Author Assignment	1
Narrative Text	E1 dispatched to a vehicle fire at the transfer station located off Buckman rd. UOA E1

**Narratives**

observed a 25% involved industrial mulcher along with an area approx 20X20 of mulched wood chips that were subsequently caught on fire due to the 10 foot distance from the involved mulcher. E1 took command and dropped a preconnect to attack the fire. Approx 5 minutes into the incident E1 had initial knockdown of both the mulch fire and the vehicle fire, However due to the extreme heat of the vehicle and numerous spot fires in the mulch pile, E1 crew utilized the tic, and spent approx the next 2 hours looking for hot spots in the mulch, and pulling them out with shovels and wetting them down with foam at first, then CAF's later on in the incident. An FP was called for the industrial mulcher investigation and arrived approx 45 minutes after the attack was made. During this time, sparks continued to emit from the industrial mulcher from unknown locations, because of this E1 crew along with the on call FP removed panels from the sides of the mulcher to gain access to the inner motor which was still very hot and setting off embers due to the extreme heat. Once these panels were removed, E1 crew was able to effectively cool down entire vehicle which was approx 40 feet in length and 20 feet tall at it's apex. E1 crew due to precaution of a rekindle excessively wet down the mulch pile and applied CAFS all while checking on the TIC for hot spots. When it was determined that no hot spots were left and the on call FP's investigation was finished, the E1 crew went back in service and the scene was turned back over to on site security.

End of Report

**ATTACHMENT**

**Post Fire Investigation Findings**

# MEMORANDUM

DATE: August 7, 2012  
TO: Randall Kippenbrock  
FROM: Randy Watkins, Landfill Manager  
SUBJECT: Grinder Fire Post Investigation Findings

On July 30, 2012, at 11:53 PM, a security guard at the Buckman Road Recycling and Transfer Station (BuRRT) discovered that Unit #1436 (the Model 3680 Beast Green Waste Grinder) had caught fire. The guard contacted the police and fire departments and the fire was extinguished before the machine became totally engulfed.

## *Summary*

This internal investigation found that the BuRRT Contingency Plan was followed, there were no releases from the grinder, and no reporting to outside agencies was required. Shutdown procedures for the grinder were in place, but those addressing fire hazard areas on the grinder were not completely followed. A post-incident examination of the grinder revealed that some of these areas did not appear to be sufficiently cleaned. Furthermore, the grinder should have been moved to an area free of ground material (pavement) for cleaning with water and an air compressor for cleaning and/or putting out fires.

## *Assignment Tasks*

My assignment was to investigate the incident to determine:

- if the BuRRT Contingency Plan was followed;
- if any releases from the grinder had occurred;
- if any reporting to outside agencies was required;
- a description of the shutdown procedure for the grinder; and
- if the shutdown procedure for the grinder had been followed on July 30.

I reviewed the BuRRT Contingency Plan and the maintenance checklists and Operating and Parts Manual for the grinder. I interviewed the following BuRRT and maintenance shop personnel after the incident:

- Mike Smith, BuRRT Site Manager and Primary Coordinator (PC)
- Eddie Lovato, BuRRT Superintendent and Secondary Coordinator (SC)
- Alfred Trujillo, Transfer Specialist
- Larry Maestas, former BuRRT Superintendent
- Phil Lucero, Equipment Maintenance Supervisor
- Gene Romero, Mechanic/Welder

## **BuRRT Contingency Plan**

The BuRRT Contingency Plan exists to minimize the level of impact of any suspected hazard to human health and/or the environment and identifies the means by which such a hazardous situation is efficiently and effectively contained. These occurrences may be the result of fire, explosions, or any unplanned release of contaminants or hazardous waste constituents into the air, soil, surface water, or groundwater.

The applicable sections of the current Contingency Plan for an after-hours fire involving green waste processing equipment include Section 2.0 (PC and SC), Section 3.0 (Emergency Equipment), Section 5.0 (Implementation of a Contingency Plan), and Section 8.0 (Documentation of an Emergency).

Section 2.0 requires that in the event a situation occurs that is deemed dangerous to humans or the environment, the PC – or the SC in the PC's absence - will be responsible for aligning the solid waste staff and outside agencies in implementing the plan for potential evacuation of personnel and visitors from the area, followed by a containment of the area where the hazardous situation exists.

PC Mike Smith was contacted by the security guard. Due to the distance between Mr. Smith's residence (Albuquerque) and the BuRRT, SC Eddie Lovato was contacted by Mr. Smith and instructed to respond to the emergency, which he did.

Section 3.3 specifies safety/emergency equipment that will be available to all solid waste personnel for use in an emergency. It states that UL-approved fire extinguishers will be permanently mounted on all pieces of heavy equipment, and tested and recharged annually. Section 3.3 also states that a tanker truck will provide a means for the transportation of water, and in the event of a fire, this vehicle could be enlisted for use in controlling fires.

The Agency did mount and maintain a UL-approved fire extinguisher on the grinder. The tanker truck was available for use on July 30. The 2,000-gallon tank was approximately 2/3 full (1300 gallons) of effluent water and employs a hose suitable for directing water onto fires.

Section 5.0 deals with the implementation of the Contingency Plan. Section 5.2 assigns duties to personnel to ensure that the Contingency Plan is executed in a safe and organized manner. Section 5.3 requires identifying the type of hazard and Section 5.4 a determination of the level of response. Section 5.5 directs personnel to contain the emergency to the smallest practicable area and Section 5.6 suggests monitoring of the hazardous situation in some instances. Section 5.7 requires the PC to direct post-event documentation. Critical elements are to be addressed in the Emergency Monitoring Report (EMR).

In this incident, the security guard carried out the duties of Sections 5.3 and 5.4 by notifying the emergency coordinator, identifying the type of hazard, and contacting the appropriate outside [emergency] agencies. Assembling internal response equipment was unnecessary as the fire

department assumed command upon arrival and brought sufficient response equipment. Evacuation of the facility was not necessary as the incident occurred after normal business hours and no employees or visitors were on site. The fire department carried out the containment duty of Section 5.5 and no monitoring activity for contamination from this incident is required (see next section). The documentation required in Section 5.7 is being generated and critical elements will be addressed by the PC.

In summary, the BuRRT Contingency Plan was followed. The fire prevention methods were less effective due to the fire occurring after normal business hours when solid waste personnel familiar with the methods were unavailable.

### ***Releases from the Grinder***

A fire involving the Model 3680 Beast Grinder has the potential to release reportable quantities of diesel fuel or hydraulic fluid if the fuel or hydraulic systems are compromised. The diesel tank capacity is 300 gallons and the hydraulic fluid capacity is 133 gallons. The ground at the site of the incident was damp from the application of 1500 gallons of water from the fire department, making visual leak detection difficult. No releases recognizable as being from the machine were observed on the ground at site of the incident. The fire in this incident involved the side of the machine containing its hydraulic controls. Several hydraulic lines were damaged to the point that their contents could leak, but the valves that supply fluid to these lines were undamaged and in closed positions. The hydraulic fluid tank was still full after the incident. The fuel system was not affected by the fire.

There was no significant release of fluids from the grinder.

### ***Reporting to Outside Agencies***

Because there was no significant release of fluids from the grinder, no notification of a release was given to the Ground Water Quality Bureau. Mike Smith and I researched whether or not a requirement existed for reporting of a fire to the Solid Waste Bureau, but found none. No notification of the incident was given to the Solid Waste Bureau.

There was no reporting to outside agencies

### ***Shutdown Procedure Description***

The Beast Daily Maintenance Checklist contains the only known written shutdown procedure:

- (1) idle down to lowest setting
- (2) disengage:
  - clutch
  - yoke

auger  
infeed  
conveyor

- (3) idle for a minimum of 15 minutes before killing power
- (4) move machine to cleaning area
- (5) clear work area of chip, metal debris to trash pile
- (6) clean machine:
  - radiator & air cleaner
  - all areas around engine
  - all areas around bearings (esp main mill bearings)

The source of the Beast Daily Maintenance Checklist is believed to be the Agency, according to Transfer Specialist Alfred Trujillo and former BuRRT Superintendent Larry Maestas. This is reinforced by the provision of a space for a unit # at the top of the checklist.

The shutdown procedure verbally described by Transfer Specialist Alfred Trujillo is as follows:

- (1) Idle the engine with clutch engaged for 30-45 minutes to cool down engine, hydraulic system, and clutch.
- (2) Clean the machine (broom) while it cools down.
  - If any smoldering occurs, bring water truck to the grinder and wash off.
- (3) Disengage clutch and turn off engine.
- (4) Check machine and area for any smoldering.
- (5) Relocate grinder to a clean area until the next day.
  - Clean area during week is on the dock, where it was on the day of the fire.
  - Clean area on weekends is on the dirt near entrance (where parked after fire).
- (6) Blow off grinder with compressed air the next morning.

Mr. Maestas was in agreement with this procedure except for a shorter cool down time of 15 minutes and relocation to a clean area only if smoldering. He said that when the water truck was available, it would be parked in the rear. He said operators got the water from the WWTP. A bucket containing water was used to douse any smoldering that occurred and the grinder got washed with water as needed (every 2-4 weeks).

A more detailed shutdown procedure from the manufacturer is included as part of the grinder transportation procedures from the Operation and Parts Manual:

- (1) Clean out any existing material in the Recycler by allowing the machine to operate for several minutes without further loading.
- (2) From the remote control stop the Infeed Conveyor Chain and the Feedwheel rotation.
- (3) Idle engine and disengage clutch.

- (4) Place the Auger manual control valve handle in the off or middle position to stop the Augers from operating.
- (5) Place the Discharge Belt Conveyor manual control handle in the off or middle position to stop the Discharge Belt Conveyor from operating.
- (6) Make sure the Feedwheel is in the lowered position.
- (7) On the engine gauge panel turn the throttle control switch to the idle position and move switch from remote control to manual.
- (8) Disengage clutch, turn off engine, wait for the cutterhead to come to a complete stop, turn Battery Disconnect Switch off, and you must have the ignition key in YOUR possession.
- (9) Disconnect and stow tether remote control in the tool box.
- (10) Radio remote control can be stored inside control cabinet on the left side or road side of the Recycler.
- (11) Remove all potential fire hazards. Remove hazards such as wood debris, fuel, oil, etc. The top of the engine, around the exhaust system and turbo are areas to be kept especially clean. Clean beside and around the engine, around and under fuel and hydraulic tank, inside belt shield, inside control cabinets and anywhere else materials have collected. This must be done prior to starting the machine each day, must be done every time the machine is left unattended during the day, and definitely must be done at the end of each day. Spend some time walking around the machine checking for any hot spots. Check Cutterhead, Infeed, and Discharge Belt Conveyor bearings to make sure they are not hot so they do not start a fire. It is your responsibility to prevent fires so keep the machine and area around clean from debris.

The differences between the two procedures are the former recommends moving the machine to a separate cleaning area and the latter recommends daily turning the battery disconnect switch off and cleaning around the fuel and hydraulic tanks, and inside the belt shield and control cabinets.

#### ***Was the Shutdown Procedure for the Grinder Followed?***

The grinder was operated at the landfill first, then relocated to BuRRT. Mr. Maestas indicated that the machine never caught fire while he was with the Agency (until June 2011). While at the landfill, the grinder got washed daily. The grinder was originally equipped with an external air compressor for cleaning and was used for a while, according to Former BuRRT Superintendent Larry Maestas. The location of the compressor on the machine was a poor one for cleaning and ground material used to collect near on it, so it was removed. When the grinder was first operated at BuRRT, it was cleaned with water in the tunnels every Friday. This practice was discontinued because of the time consumed in pulling and setting up the grinder the next day.

The Operation and Parts Manual does not state which cleaning method to use. The method of cleaning the grinder matters, and apparently changed over time. Originally the machine was cleaned with compressed air and/or washed with water daily. In time, it was swept with a broom and washed with water once a month. Mr. Trujillo stated that the machine is cleaned with compressed air each morning.

In my opinion, this doesn't make sense, since the end of the day is when you want to get your machine as clean as possible. The potential fire hazard areas of the machine should be cleaned with compressed air at the end of each day. Washing other areas with water is acceptable.

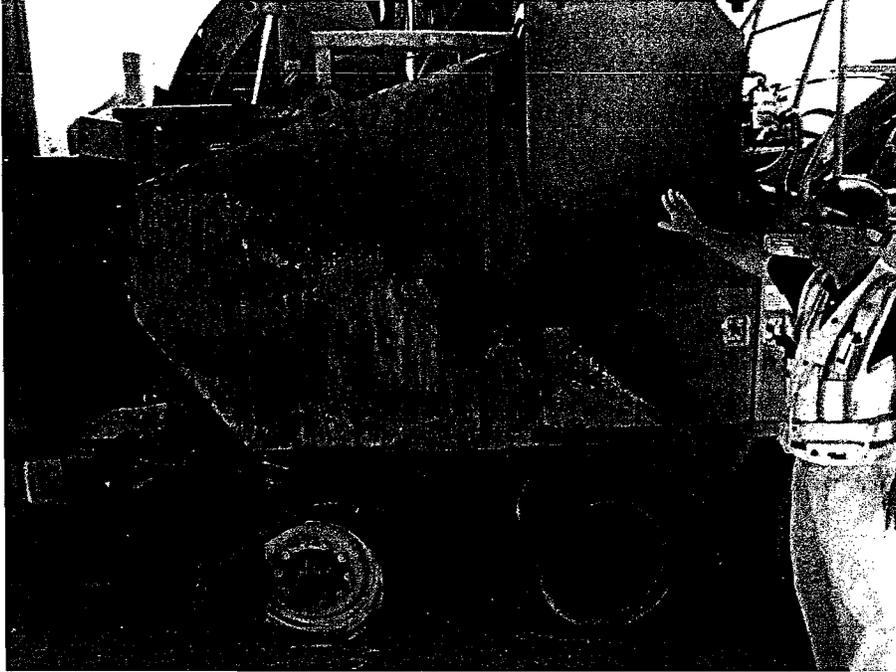


Photo No. 1.

View of area of fire damage. Photo taken 8/1/2012.

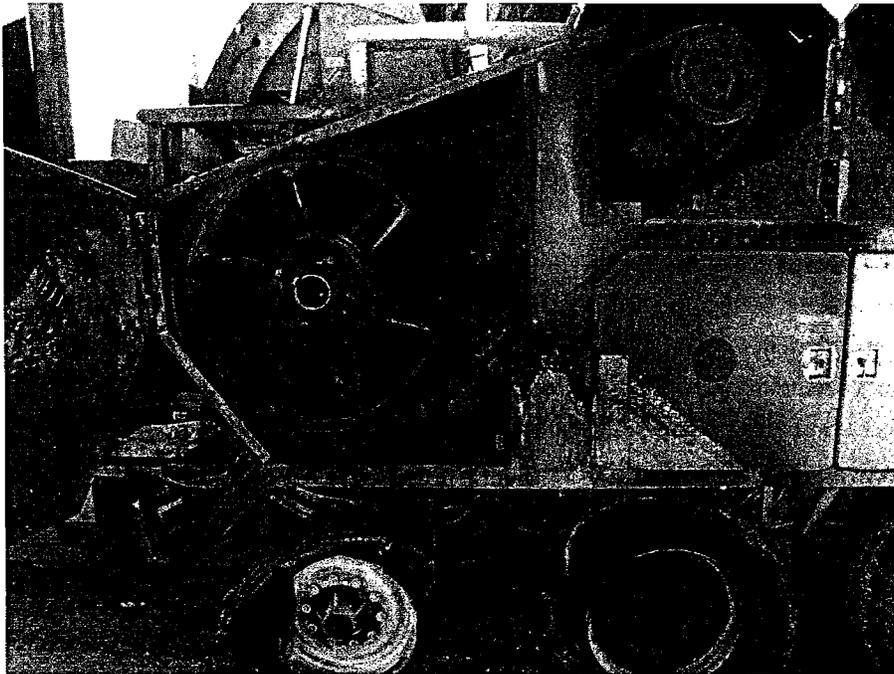


Photo No. 2.

View of machine with belt shield doors open. Photo taken 8/1/2012.

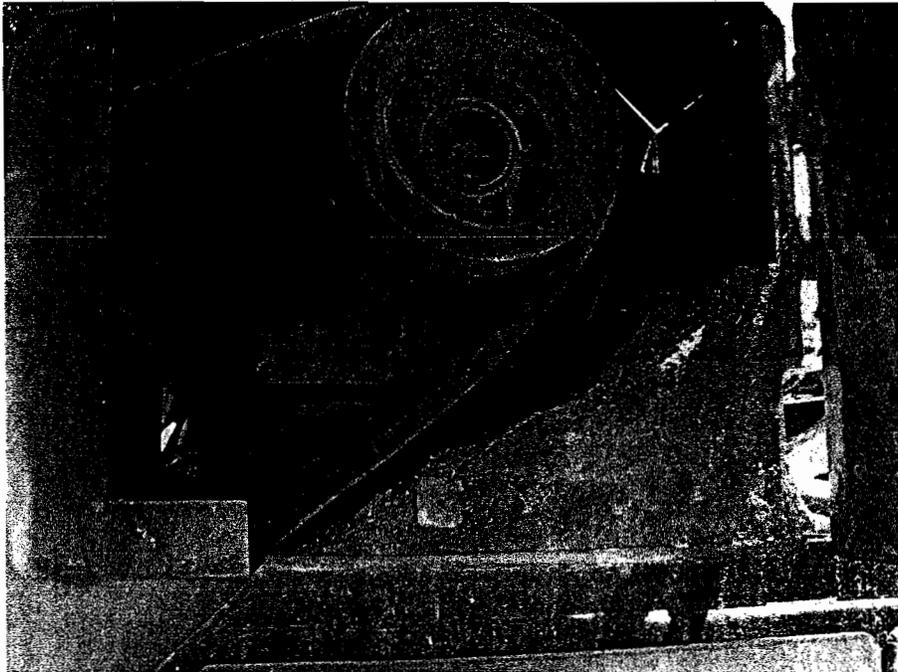


Photo No. 3.

View of belt shield door with accumulation of ground material.  
The material appears unburned. Photo taken 8/1/12.

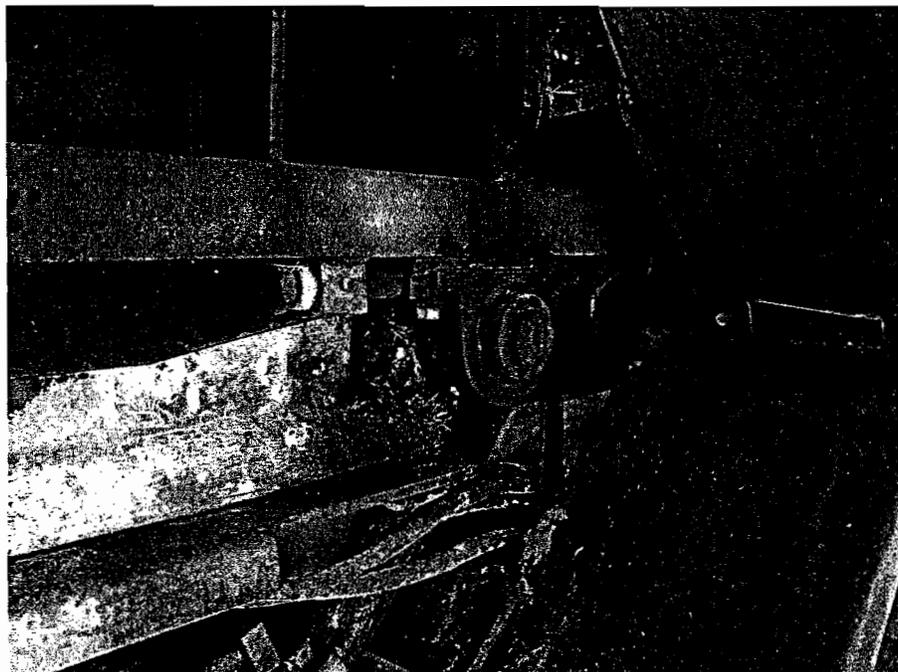


Photo No. 4.

View of infeed conveyor belt bearing area containing  
burned material. Photo taken 8/1/2012.



Photo No. 5.

View of unburned material between auger hydraulic motor and hoses. Photo taken 8/1/2012.

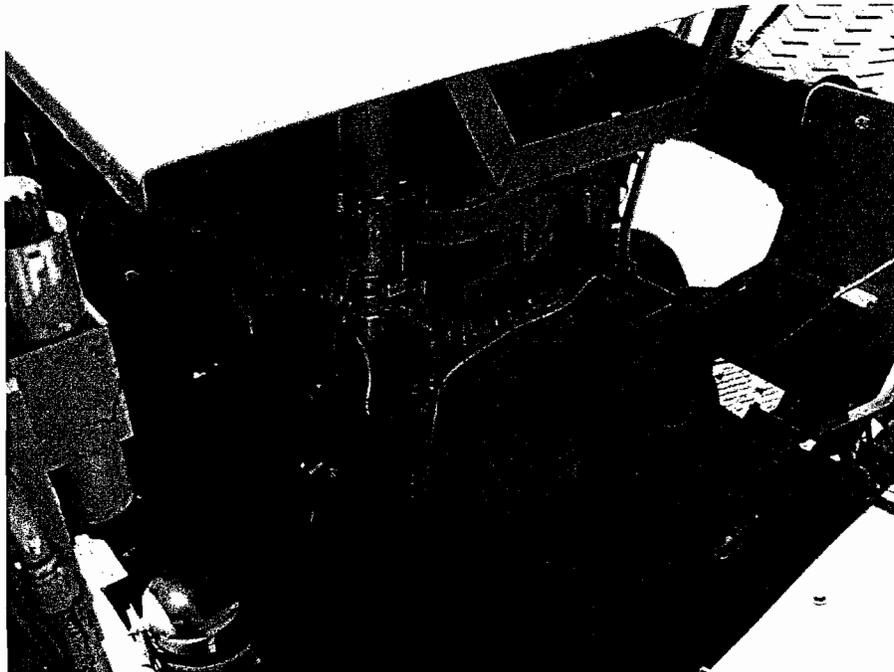


Photo No. 6.

View of unburned ground material on engine. Photo taken 8/1/2012.



Photo No. 7.

View of uncleaned radiator. Photo taken 7/31/2012.

These photos beg the question: *how clean is clean?* In my opinion, any visible material is of sufficient quantity to create combustion and potentially begin an equipment fire.

The photos show three areas (bearing, engine and radiator) that the shutdown procedure from the Beast Daily Maintenance Checklist and three areas (inside belt shield, bearing, and engine) from the manufacturer found in the Operation and Parts Manual that state need daily cleaning but do not appear to be sufficiently cleaned.

The shutdown procedure from the Beast Daily Maintenance Checklist was not followed.

The shutdown procedure in the Beast Daily Maintenance Checklist may have been condensed down from the manufacturer's procedure in the Operation and Parts Manual, but information about potential fire hazards (under fuel and hydraulic tank, inside belt shield, inside control cabinets, cutterhead, infeed, and discharge belt conveyor bearings) was not included. I believe the shutdown procedure from the Beast Daily Maintenance Checklist needs to be amended to include cooling off without the clutch engaged, turning the battery disconnect switch off (prevent shorts), cleaning of the aforementioned potential fire hazards, and parking grinder in an area free of ground material when not in use.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** August 10, 2012  
**Subject:** Request for Approval of Final Closure/Post-Closure and Phase I/II Assessment Cost Estimates Report for the Caja del Rio Landfill.

## BACKGROUND:

At the September 15, 2011 meeting, the Board approved the closure and post-closure cost estimates for the disposal area (64.9 acres) of the Caja del Rio Landfill of \$5,546,303 as of June 30, 2011. These costs were published in a September 10, 2011 report prepared by Randall Kippenbrock, P.E.

The closure and post-closure cost estimates for the current disposal area of the landfill (64.9 acres) is \$5,711,596 as of June 30, 2012. These costs were calculated using the June 30, 2011 estimates and adjusting for a 3.0% inflation (CPI) for Calendar Year 2011. No other conditions/factors were changed.

The cost estimates for the entire disposal area of the landfill (76.79 acres) is \$6,868,467 as of June 30, 2012.

These estimates may be reflected by the auditors in the closure and post-closure care cost section for the FY 2012 annual financial statement.

## REQUEST:

The Agency is requesting the Board approve the updated closure and post-closure cost estimates published in the report dated August 10, 2012.

Attachment: Final Closure/Post Closure and Phase I/II Cost Estimates for June 30, 2012.

M:\Documents and Settings\Randall\My Documents\Memo\Memo.081012.5.wpd

**Final Closure / Post Closure and Phase I / II Assessment  
Cost Estimates  
for June 30, 2012**

**Caja del Rio Landfill  
SWB Permit No. SWM-261708 and SW98-05(M)  
Santa Fe, Santa Fe County, New Mexico**

**prepared for:**

**Santa Fe Solid Waste Management Agency  
Caja del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506**

**prepared by:**

**Randall Kippenbrock, P.E.  
Santa Fe Solid Waste Management Agency  
Caja del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506**

**August 10, 2012**



*Randall Kippenbrock  
8-10-12*

**Final Closure / Post-Closure and Phase I / II Assessment  
Cost Estimates  
for  
June 30, 2012**

**Santa Fe Solid Waste Management Agency  
Caja del Rio Landfill**

The following describes the cost estimates for closure, post-closure, Phase I assessment and Phase II assessment as per 20.9.10 New Mexico Administrative Code, Financial Assurance.

The closure cost estimate requires a detailed written estimate, in current dollars, showing the cost of hiring a third party to close the largest area of the landfill ever requiring a final closure at any time during the active life when the extent and manner of its operation would make closure the most expensive, as indicated by its final closure plan under 20.9.10.9 NMAC.

The post-closure cost estimate is based on a detailed written estimate, in current dollars, showing the most expensive costs of hiring a third party to conduct post-closure care for the landfill in compliance with the post-closure care plan under 20.9.10.10 NMAC.

Both Phase I and Phase II assessments are based on written estimates, in current dollars, of the costs of hiring a third party to conduct activities in accordance with 20.9.10.11 NMAC.

The cost estimate for a corrective action program is not included in this report.

The format for the estimates are based on the Texas Commission on Environmental Quality's (TCEQ) "Cost Estimates for Closure and Post-Closure Care, Type I Facility," dated August 1993 and Utah division of Solid and Hazardous Waste "Preparation of Solid Waste Facility Closure and Post-Closure Estimates." The unit costs are based on SFSWMA experience and Oklahoma Department of Environmental Quality Guidance on Cost Estimates and Financial Assurance, dated December 22, 2000. The unit costs are not site specific showing breakdown of labor, equipment, material, etc. The unit costs, however, are within the range commonly found in cost estimating references (i.e., R.S. Means, US Environmental Protection Agency, and cost estimates from consultants / contractors).

The complete closed landfill site will consist of 430 permitted acres, including the disposal area, surrounding buffer zone areas, and the property designated for drainage, storage, and maintenance facilities.

The annual adjustment inflation for Year 2011 is 3.0%, which is based from the U.S. Department of Labor - Bureau of labor Statistics Data.

**The closure cost estimate is based on the following conditions:**

1. Current site conditions.

2. Closing the filled waste disposal area (constructed cells) and placing final cover.
3. The filled/active disposal area encompasses  $\pm$  64.9 acres of the entire disposal area of 76.79 acres.
4. The final cover type required for the Subtitle D cells - erosion layer (6"), infiltration layer (18"), and intermediate cover (12").
5. The final cover is based on the NMED's approval for an alternate final cover design in a permit modification, dated August 6, 1998 [SW98-05(M)].
6. Assumes the intermediate cover is in place under 20.9.5 NMAC.
7. Based on the above, the total number of acres that will require final cover for closure is 64.9 acres as of June 30, 2012 and 76.79 acres at the end of life.

**The post-closure cost estimate is based on the following:**

1. The total number of acres for post-closure care is 64.9 acres.
2. Assume re-seeding once every five years for 5% of the landfill area.
3. Assume cover repair for 5% of the landfill area.
4. All groundwater monitoring wells and active methane gas system are in place prior to closure.
5. Assume the active landfill gas (methane) collection system can be removed after a minimum of 15 years in operation after landfill closure.
6. The volume of leachate generated annually will drop substantially once intermediate or final cover is applied to an area.
7. Annual groundwater detection monitoring and reporting for the approved Reduced Parameter Sampling List for 24 years.
8. Six years of annual groundwater detection monitoring and reporting for 20.9.9.20 NMAC Subsections A and C.
9. Quarterly methane gas monitoring and reporting for 30 years.

**The cost estimate for Phase I assessment is based on the following:**

1. One initial round of assessment monitoring in the two down gradient wells, MW-2 & MW-4 for 20.9.9.20 NMAC Subsections B and C.

2. Four rounds of assessment monitoring in wells MW-1, MW-2, & MW-4 for detections from the initial round; plus one additional round in MW-1. Laboratory analysis for detections is estimated to be \$517 per well.
3. Installation of two down gradient corrective action monitoring wells (per NMED). Costs are based on the installation of the monitoring well at Agua Fria Landfill.
4. Initial round of assessment monitoring in the two corrective action monitoring wells for 20.9.9.20 NMAC Subsections B and C.
5. Four rounds of assessment monitoring in the two corrective action monitoring wells for detections from the initial round. Laboratory analysis for assessment detections is estimated to be \$517 per well.
6. If assessment monitoring is required, the sampling frequency will revert to semi-annual (1 annual assessment monitoring event and 1 annual detection monitoring event).
7. Annual assessment monitoring for 20.9.9.20 NMAC Subsections B and C. Monitoring is assumed to be for 10 years.
8. Additional costs of annual detection monitoring for the assessment detections in wells MW-1, MW-2, and MW-4. Laboratory analysis for assessment detections is estimated to be \$517 per well and is for 10 years.
9. Additional costs of annual detection monitoring in the two correction action monitoring wells for the Reduced Parameter Sampling List and the assessment detections for eight years. Laboratory analysis for assessment detections is estimated to be \$517 per well.
10. Additional costs of annual detection monitoring in the two correction action monitoring wells for 20.9.9.20 NMAC Subsections A and C and the assessment detections for two years. Laboratory analysis for assessment detections is estimated to be \$517 per well.

**The cost estimate for Phase II assessment is based on the following:**

1. Phase II cost is estimated to be \$103,412.

**CAJA DEL RIO LANDFILL - June 30, 2012 FINAL CLOSURE COST ESTIMATE<sup>(1)</sup>**

<b>COST ITEM</b>	<b>UNIT</b>	<b>COST</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>Engineering Costs</b>				
Topographic Survey	Per Acre	\$150.00	76.8	\$11,520.00
Boundary Survey for Affidavit	Lump Sum	\$5,895.00	1	\$5,895.00
Site Evaluation	Per Acre	\$327.00	76.8	\$25,110.33
Final Closure Plans	Per Acre	\$357.00	64.9	\$23,169.30
Contract Administration, Bidding and Award	Lump Sum	\$11,789.00	1	\$11,789.00
Administrative Costs	Lump Sum	\$11,789.00	1	\$11,789.00
Closure Inspection & Testing	Per Acre	\$4,126.00	64.9	\$267,777.40
SUBTOTAL .....				\$357,050.03
10% CONTINGENCY .....				\$35,705.00
<b>ENGINEERING TOTAL .....</b>				<b>\$392,755</b>
<b>Construction Costs</b>				
Erosion Layer Placement (6" layer and on-site; 50.5 ac)	Per Cubic Yard	\$3.94	40,737	\$160,502.47
Infiltration Layer Placement (18" layer and on-site; 50.5 ac)	Per Cubic Yard	\$3.94	122,210	\$481,507.40
Seeding, Composting	Per Acre	\$10,039.00	64.9	\$651,531.10
Drainage Swales	Per Acre	\$1,767.00	64.9	\$114,678.30
Active Methane Gas Well Installation for Cell 4B (5 wells)	Per Well	\$39,297.00	5	\$196,485.00
Site Grading & Drainage	Per Acre	\$1,767.00	76.8	\$135,687.93
Site Fencing and Security	Lump Sum	\$3,536.00	1	\$3,536.00
SUBTOTAL .....				\$1,743,928.20
10% CONTINGENCY .....				\$174,392.82
<b>CONSTRUCTION TOTAL .....</b>				<b>\$1,918,321</b>
<b>CALCULATION OF CLOSURE COSTS</b>				
Engineering Total .....				\$392,755
Construction Total .....				\$1,918,321
Groundwater Well Installation Total .....				\$0
Contract Performance Bond: (2% of Construction Subtotal) .....				\$34,879
Legal Fees: (25% of Engineering Subtotal + 10% of Construction Subtotal) .....				\$263,655
<b>TOTAL CLOSURE COST .....</b>				<b>\$2,609,610</b>

1. Total costs rounded to the nearest dollar. CPI for Year 2011 is 0.4%.

**CAJA DEL RIO LANDFILL - JUNE 30, 2012 POST-CLOSURE COST ESTIMATE<sup>(1)</sup>**

<b>COST ITEM</b>	<b>UNIT</b>	<b>COST</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>Engineering Costs</b>				
Post Closure Plan (one time event)	Lump Sum	\$8,839.00	1	\$8,839.00
Site Inspection & Recordkeeping	Per Annum	\$3,536.00	30	\$106,080.00
Correctional Plans & Specifications	Per Annum	\$2,829.00	30	\$84,870.00
<b>Site Monitoring Costs</b>				
Detection Monitoring and Reporting for 3 Wells - Reduced Parameter Sampling List	Per Event	\$7,136.00	24	\$171,264.00
Detection Monitoring and Reporting for 3 Wells - 20.9.9.20 NMAC Subsections A and C	Per Event	\$10,031.00	6	\$60,186.00
Methane Gas Monitoring and Reporting for 10 Probes	Per Annum	\$2,792.00	30	\$83,760.00
<b>Construction and Maintenance Costs</b>				
Cover Repair for 5% of the Landfill Area - 64.9 ac (6" layer and on-site; 5% = 3.25 ac) <sup>(2)</sup>	Per Event	\$10,341.00	30	\$310,230.00
Reseed 5% of the Landfill Area <sup>(3)</sup>	Per Event	\$4,654.00	6	\$27,924.00
Fence, Gate and Sign Repair /Replacement	Per Annum	\$709.00	30	\$21,270.00
Groundwater Monitoring Well Replacement <sup>(3)</sup>	Per Annum	\$2,585.00	30	\$77,550.00
Groundwater Monitoring Well Maintenance <sup>(5)</sup>	Per Well	\$1,034.00	3	\$3,102.00
Active Methane Gas System - Operation & Maintenance <sup>(6)</sup>	Per Annum	\$79,110.00	15	\$1,186,650.00
Leachate Disposal <sup>(7)</sup>	Per Gallon	\$0.060	120,000	\$7,200.00
<b>CALCULATION OF POST CLOSURE COSTS</b>				
SUBTOTAL (30-year post-closure period excluding post-closure plan) .....				\$2,195,922.00
10% CONTINGENCY .....				\$219,592.20
Post Closure Plan (one time cost) .....				\$8,839.00
<b>TOTAL POST CLOSURE COST (Subtotal costs and 10% contingency plus post closure plan) .....</b>				<b>\$2,424,353</b>

1. Total costs rounded to the nearest dollar. CPI for Year 2011 is 3.0%.
2. Cost is erosion layer placement under construction section for closure cost.
3. Assume re-seeding once every five years for 5% of the landfill area.
4. Cost includes replacing one of the groundwater wells during the 30-year post-closure period.
5. Cost includes replacement of pumps, well pads and padlocks for 3 wells.
6. Assume the landfill gas collection system can be removed after a minimum of 15 years in operation after landfill closure.
7. Estimated quantity of leachate generated over the 30-year post-closure period.

**CAJA DEL RIO LANDFILL - June 30, 2012**  
**COST ESTIMATES FOR PHASE I AND PHASE II ASSESSMENT<sup>(1)</sup>**

<b>COST ITEM</b>	<b>UNIT</b>	<b>COST</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>Phase I Assessment Costs</b>				
Initial Round Assessment Monitoring	Per Well	\$4,758.00	2	\$9,516.00
Four Rounds Assessment Monitoring	Per Well	\$1,758.00	13	\$22,854.00
90-Day Monitoring (existing wells)	Per Event	\$8,480.00	1	\$8,480.00
Assessment Monitoring Report	Per Report	\$6,205.00	1	\$6,205.00
Corrective Action Monitoring Well (CAMW) Installation	Per Well	\$77,559.00	2	\$155,118.00
Initial Round CAMW Sampling	Per Well	\$4,758.00	2	\$9,516.00
Four Rounds CAMW Sampling	Per Well	\$1,758.00	8	\$14,064.00
CAMW Installation and Sampling Report; Notification	Per Report	\$10,341.00	1	\$10,341.00
Additional Annual Detection Monitoring & Reporting - 20.9.9.20 NMAC Subsections B and C	Per Event	\$21,717.00	10	\$217,170.00
Additional Annual Detection Monitoring in MW-1, MW-2 & MW-3 - Assessment Detections	Per Event	\$2,068.00	10	\$20,680.00
Additional Annual Detection Monitoring & Reporting in CAMW - Reduced Parameter Sampling List & Assessment Detections	Per Event	\$3,619.00	8	\$28,952.00
Additional Annual Detection Monitoring & Reporting in CAMW - 20.9.9.20 NMAC Subsections A and C & Assessment Detections	Per Event	\$4,861.00	2	\$9,722.00
SUBTOTAL .....				\$512,618.00
10% CONTINGENCY .....				\$51,261.80
<b>TOTAL PHASE I ASSESSMENT COST .....</b>				<b>\$563,880</b>
<b>Phase II Assessment Costs</b>				
Phase II Assessment Total, Per NMED	-	\$103,412.00	1	\$103,412.00
SUBTOTAL .....				\$103,412.00
10% CONTINGENCY .....				\$10,341.20
<b>TOTAL PHASE II ASSESSMENT COST .....</b>				<b>\$113,753</b>

1. Total costs rounded to the nearest dollar. CPI for Year 2011 is 3.0%.

**CAJA DEL RIO LANDFILL - JUNE 30, 2012 FINAL CLOSURE COST ESTIMATE FOR ENTIRE DISPOSAL AREA<sup>(1)</sup>**

<b>COST ITEM</b>	<b>UNIT</b>	<b>COST</b>	<b>QUANTITY</b>	<b>TOTAL COST</b>
<b>Engineering Costs</b>				
Topographic Survey	Per Acre	\$150.00	76.8	\$11,520.00
Boundary Survey for Affidavit	Lump Sum	\$5,895.00	1	\$5,895.00
Site Evaluation	Per Acre	\$327.00	76.8	\$25,110.33
Final Closure Plans	Per Acre	\$357.00	76.8	\$27,417.60
Contract Administration, Bidding and Award	Lump Sum	\$11,789.00	1	\$11,789.00
Administrative Costs	Lump Sum	\$11,789.00	1	\$11,789.00
Closure Inspection & Testing	Per Acre	\$4,126.00	76.8	\$316,876.80
SUBTOTAL .....				\$410,397.73
10% CONTINGENCY .....				\$41,039.77
<b>ENGINEERING TOTAL .....</b>				<b>\$451,438</b>
<b>Construction Costs</b>				
Erosion Layer Placement (6" layer and on-site; 76.8 ac)	Per Cubic Yard	\$3.94	61,952	\$244,090.88
Infiltration Layer Placement (18" layer and on-site; 76.8 ac)	Per Cubic Yard	\$3.94	185,856	\$732,272.64
Seeding, Composting	Per Acre	\$10,039.00	76.8	\$770,995.20
Drainage Swales	Per Acre	\$1,767.00	76.8	\$135,705.60
Active Methane Gas Well Installation for Cell 4B (5 wells) and Cell 5B/6B (10 wells)	Per Well	\$39,297.00	15	\$589,455.00
Site Grading & Drainage	Per Acre	\$1,767.00	76.8	\$135,687.93
Site Fencing and Security	Lump Sum	\$3,536.00	1	\$3,536.00
SUBTOTAL .....				\$2,611,743.25
10% CONTINGENCY .....				\$261,174.33
<b>CONSTRUCTION TOTAL .....</b>				<b>\$2,872,918</b>
<b>CALCULATION OF CLOSURE COSTS</b>				
Engineering Total .....				\$451,438
Construction Total .....				\$2,872,918
Groundwater Well Installation Total .....				\$0
Contract Performance Bond: (2% of Construction Subtotal) .....				\$52,235
Legal Fees: ( 25% of Engineering Subtotal + 10% of Construction Total) .....				\$389,891
<b>TOTAL CLOSURE COST .....</b>				<b>\$3,766,481</b>

1. Total costs rounded to the nearest dollar. CPI for Year 2011 is 3.0%.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** August 10, 2012  
**Subject:** Request for Approval to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.

## BACKGROUND & SUMMARY:

On June 21, 2012, the Board approved the amendment to the by-laws and operating procedures for the Solid Waste Advisory Committee (SWAC). In general, the changes to the by-laws and operating procedures include the following:

- term limits for members serving on the SWAC;
- reflect the “implementation” of the comprehensive solid waste plan that was prepared jointly by the City, County and Agency; and
- bring forward the SWAC to assist the said entities with the implementation of the plan.

On August 1, 2012, the SWAC met at its regular meeting and recommended that the last statement in the Mission and Purpose section be expanded to include the underlined word below:

The SWAC shall assist and advise the entities with implementation of the Plan.

## ACTION REQUESTED:

The Agency is requesting the Board approve the amendment to the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.

Attachments: Proposed By-Laws and Operating Procedures for the SWAC  
Redline Version of 2012 By-Laws and Operating Procedures for the SWAC

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**ATTACHMENT**

Proposed By-Laws and Operating Procedures for the SWAC

**SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA, the Agency)**  
**SOLID WASTE ADVISORY COMMITTEE (SWAC)**  
**BY – LAWS AND OPERATING PROCEDURES**  
(Effective August 16, 2012)

**1. NAME**

This set of By – Laws and Operating Procedures pertains to the Solid Waste Advisory Committee or SWAC as established by the Santa Fe Solid Waste Management Agency (SFSWMA, the Agency).

**2. MISSION AND PURPOSE**

To provide a forum for input to the SFSWMA Executive Director and staff, the SFSWMA governing Board of Directors, consultants, as well as elected representatives, decision – makers, and staff from the City of Santa Fe and Santa Fe County regarding the development and implementation of a Comprehensive Solid Waste Management Plan (CSWMP, the Plan) as prepared jointly by the SFSWMA involving the City and County. The SWAC shall review and approve the Draft and Final Plan as prepared by the consultants. The SWAC shall assist and advise the entities with implementation of the Plan.

**3. MEMBERSHIP**

As listed below, there are 16 different sectors represented on the SWAC by 21 individuals:

<u>Sector</u>	<u>Number of Representatives</u>
A - Santa Fe Solid Waste Management Agency	1
B - City of Santa Fe	2
C - Santa Fe County	2
D - City At – Large Resident	2
E - County At – Large Resident	2
F - Waste Haulers	1
G - Private Recyclers	1
H - Recycling Advocacy Organization	1
I - Reuse Organizations	1
J - Environmental Organizations	1
K - Sustainable Santa Fe Commission	1
L - State of New Mexico	1
M -Schools	1
N - Institutions	1
O - Business Groups	2
P - Caja del Rio / Las Campanas Area	1

Representatives from sectors D through P shall serve a term of two (2) years commencing January 1, 2012. Such representatives may, at end of their term, request re – appointment to the SWAC by the SFSWMA Board of Directors.

**4. MEMBERS DUTIES AND EXPECTATIONS**

Members are expected to attend meetings regularly; participate in discussions on topics brought before the SWAC; work collaboratively with other SWAC members, stakeholders, and involved parties; and inform themselves and the SWAC on related topics through reading of handout materials and other sources of information.

Additionally, SWAC members are expected to abide by New Mexico laws regarding public meetings, public records, and conflict of interest.

**5. MEETINGS**

- 5.1 Tentative agenda, time, and location for the next SWAC meeting[s] shall be set at the end of each meeting.
- 5.2 Minutes shall be a summary of the actual discussions and proceedings that transpired at the SWAC meeting.
- 5.3 Minutes shall be distributed to all members and interested persons who have requested to be on the mailing list prior to the next scheduled meeting.
- 5.4 SWAC members may submit clarification of their own comments, positions, votes or other member activity at the next regularly scheduled meeting for inclusion in the minutes of the meeting being clarified.

**6. VOTING MEMBERS**

The representative of the SFSWMA is considered to be a non – voting member of the SWAC. The City of Santa Fe and Santa Fe County have two voting members each. All the other sectors of the SWAC identified in Section 3 have voting members equal to the number of representatives assigned. Therefore there are 20 voting members of the SWAC.

**7. QUORUM**

A quorum shall be present in order to conduct the business of the SWAC. A quorum shall be 11 voting members of the SWAC.

**8. DECISION – MAKING METHOD**

A motion must be pending before a decision may be made. Every effort will be made to reach consensus when the SWAC is deliberating toward a decision. If consensus cannot be reached, the SFSWMA Executive Director or any member may call for a vote. The minimum number of affirmative votes for any motion to pass must be a majority of the quorum required to conduct SWAC business (see Section 7).

**9. GUIDELINES FOR COMMUNITY RELATIONS**

Any member of the public is welcome to attend, participate in, and provide input at SWAC

meetings, at the approved agenda time. Public comments are encouraged and may be accepted verbally or in writing. Anyone who wishes to voice an opinion or present information or concerns to the SWAC may come to the meetings and / or contact the Executive Director of the SFSWMA. The SFSWMA Executive Director shall make arrangements as appropriate to assure public participation.

**ATTACHMENT**

**Redline Version of 2012 By-Laws and Operating Procedures for the SWAC**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY (SFSWMA, the Agency)**  
**SOLID WASTE ADVISORY COMMITTEE (SWAC)**  
**BY – LAWS AND OPERATING PROCEDURES**  
(Effective ~~June 21~~ August 16, 2012)

**1. NAME**

This set of By – Laws and Operating Procedures pertains to the Solid Waste Advisory Committee or SWAC as established by the Santa Fe Solid Waste Management Agency (SFSWMA, the Agency).

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To provide a forum for input to the SFSWMA Executive Director and staff, the SFSWMA governing Board of Directors, consultants, as well as elected representatives, decision – makers, and staff from the City of Santa Fe and Santa Fe County regarding the development and implementation of a Comprehensive Solid Waste Management Plan (CSWMP, the Plan) as prepared jointly by the SFSWMA involving the City and County. The SWAC shall review and approve the Draft and Final Plan as prepared by the consultants. The SWAC shall assist and advise the entities with implementation of the Plan.

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D - City At – Large Resident	2
E - County At – Large Resident	2
F - Waste Haulers	1
G - Private Recyclers	1
H - Recycling Advocacy Organization	1
I - Reuse Organizations	1
J - Environmental Organizations	1
K - Sustainable Santa Fe Commission	1
L - State of New Mexico	1
M - Schools	1
N - Institutions	1
O - Business Groups	2
P - Caja del Rio / Las Campanas Area	1

Representatives from sectors D through P shall serve a term of two (2) years commencing January 1, 2012. Such representatives may, at end of their term, request re – appointment to the SWAC by the SFSWMA Board of Directors.

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meetings, at the approved agenda time. Public comments are encouraged and may be accepted verbally or in writing. Anyone who wishes to voice an opinion or present information or concerns to the SWAC may come to the meetings and / or contact the Executive Director of the SFSWMA. The SFSWMA Executive Director shall make arrangements as appropriate to assure public participation.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** August 10, 2012  
**Subject:** Discussion with Possible Action on a Vacant Membership of the Solid Waste Advisory Committee.

The Solid Waste Advisory Committee (SWAC) currently has one vacant position for the Caja del Rio/Las Campanas Area sector. The position was previously filled by Mr. George Collins. Mr. Collins submitted his resignation letter on August 1, 2012. He cited that while he supports the SWAC, his travel and business schedule make it impossible for him to make a meaningful contribution to the SWAC.

Mr. Andrew Leyba in the past has expressed in serving on the SWAC. Mr. Leyba is a native Santa Fe resident who has lived near the Caja del Rio Landfill for the past 12 years.

The matter is before the Board for discussion and possible action to fill the existing vacancy of the SWAC.

Attachments: SWAC Membership List  
Andrew Leyba's Biography

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**ATTACHMENT**  
**SWAC Membership List**

# Santa Fe Solid Waste Management Agency (SFSWMA) Solid Waste Advisory Committee (SWAC)

#	Sectors	Affiliation	Representatives	Position / Title
1	SFSWMA	SFSWMA	Randall Kippenbrock (non-voting)	Executive Director
2	Santa Fe County	Santa Fe County	Olivar Barela	Solid Waste Division Manager
3	Santa Fe County	Santa Fe County	Robert Martinez	Transportation and Solid Waste Division Director
4	City of Santa Fe	City of Santa Fe	Katherine Mortimer	Sustainable Santa Fe Program Manager
5	City of Santa Fe	City of Santa Fe	Cindy Padilla	Environmental Services Division Dir.
6	Waste Haulers	Waste Management of NM	Frank Santiago	District Operations Manager
7	Private Recyclers	Capital Scrap Metals	Barbara Witt	Administrative Assistant
8	City At-Large Resident		Neva Van Peski	
9	City At-Large Resident		Mary Jane Park	
10	County At-Large Resident		Vacant	
11	County At-Large Resident		John Lopez	
12	State of New Mexico	NMED / Solid Waste Bureau	Tim Gray	Outreach
13	Institutions	St. Vincent Hospital	Larry Dennis	Director, Facility Services
14	Sustainable Santa Fe Commission	City of Santa Fe	Kim Shanahan	Member
15	Business Groups	Santa Fe Chamber of Commerce	Simon Brackley	President
16	Business Groups		Vacant	
17	Recycling Advocacy Organization	New Mexico Recycling Coalition	English Bird	Executive Director
18	Schools	Santa Fe Public Schools	Lisa Randall	Energy Conservation Program Coordinator
19	Environmental Organizations	Earth Care International	BJ Davis	Executive Director
20	Reuse Organizations	Habitat for Humanity	Simone Ward	Restore Director
21	Caja del Rio / Las Campanas Area		Vacant	

**ATTACHMENT**

Andrew Leyba's Biography

Andrew M. Leyba  
PO BOX 2511

Santa Fe, NM 87504

May 18, 2012

Virginia Vigil

Chair Santa Fe Solid Waste Management  
Agency, Joint Powers Board

Dear Ms. Vigil:

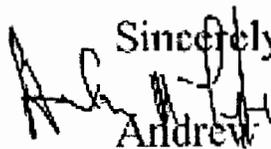
I am very interested in filling a vacant position on the Solid Waste Advisory Committee (SWAC). As an area resident who lives near the Landfill I would be honored to help make decisions on how to conserve and extend the life of the landfill through recycling and other operational issues.

I am a life long resident of Santa Fe and have been living across the street from the Landfill for over 12 years.

As a citizen of Santa Fe and neighbor of the Landfill, I would consider it an honor to be included as a member of the SWAC. Thank you for any consideration you may give to our request, and please contact me if you need any additional information about our company. I can be reached at the following:

Office: (505) 316-1228

Sincerely,

  
Andrew M. Leyba

## Santa Fe Solid Waste Management Agency (SFSWMA) Solid Waste Advisory Committee (SWAC)

#	Sectors	Affiliation	Representatives	Position / Title	E-mail	Phone #
1	SFSWMA	SFSWMA	Randall Kippenbrock (non – voting)	Executive Director	rkippenbrock@sfswma.org	(505) 424-1850 x 100
2	Santa Fe County	Santa Fe County	Olivar Barela	Solid Waste Division Manager	obarela@co.santa-fe.nm.us	(505) 992-3068
3	Santa Fe County	Santa Fe County	Robert Martinez	Transportation and Solid Waste Division Director	robmtz@co.santa-fe.nm.us	(505) 992-3015
4	City of Santa Fe	City of Santa Fe	Katherine Mortimer	Sustainable Santa Fe Program Manager	kemortimer@ci.santa-fe.nm.us	(505) 955-2262
5	City of Santa Fe	City of Santa Fe	Cindy Padilla	Environmental Services Division Director	crpadilla@ci.santa-fe.nm.us	(505) 955-2209
6	Waste Haulers	Waste Management of Central NM	Frank Santiago	District Operations Manager	fsantia1@wm.com	(505) 975-3189
7	Private Recyclers	Capital Scrap Metals	Barbara Witt	Administrative Assistant	admin@capitalscrapmetals.com	(505) 471-0740
8	City At-Large Resident		Neva Van Peski		nvanpeski@aol.com	(505) 986-1706
9	City At-Large Resident		Mary Jane Park		mjp@localenergyassociates.com	(626) 253-1981
10	County At-Large Resident		Karen Sweeney		Ksweeney99@yahoo.com	(505) 466-9797
11	County At-Large Resident		John Lopez		jpglopez@me.com	(505) 989-3431
12	State of New Mexico	NMED / Solid Waste Bureau	Tim Gray	Environmental Specialist	tim.gray@state.nm.us	(505) 827-0129
13	Institutions	St. Vincent Hospital	Larry Dennis	Director, Facility Services	lawrence.dennis@stvin.org	(505) 913-5489

Exhibit "B"

#	Sectors	Affiliation	Representatives	Position / Title	E-mail	Phone #
14	Sustainable Santa Fe Commission	City of Santa Fe	Louise Pape	Member	louisepape@aol.com	(505) 471-3331
15	Business Groups	Santa Fe Chamber of Commerce	Simon Brackley	President	simon@santafechamber.com	(505) 988-3279
16	Business Groups	Santa Fe Area Home Builders Association	Kim Shanahan	Executive Officer	kim@sfahba.com	(505) 310-3247
17	Recycling Advocacy Organization	New Mexico Recycling Coalition	English Bird	Executive Director	english@recyclenewmexico.com	(505) 983-4470
18	Schools	Santa Fe Public Schools	Lisa Randall	Energy Conservation Program Coordinator	lrandall@sfps.info	(505) 467-3445
19	Environmental Organizations	Earth Care International	BJ Davis	Executive Director	bj@earthcarenm.org	(505) 983-6896
20	Reuse Organizations	Habitat for Humanity	Simone Ward	Restore Director	sward@santafehabitat.org	(505) 473-1114
21	Caja del Rio / Las Campanas Area		<b>VACANT</b>			

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLS*  
**Date:** August 10, 2012  
**Subject:** Discussion with Possible Action for the Grand Opening of the Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station.

The construction of the household hazardous waste collection facility at the Buckman Road Recycling and Transfer Station is substantially completed. A final inspection of the facility by the New Mexico Construction Industries Division is scheduled for August 13th. Staff is requesting a grand opening for the facility on Friday, September 14<sup>th</sup> at 10:00 a.m. Holding the grand opening on Friday will coincide with the proposed operating days of Fridays and Saturdays.

The matter is before the Board for discussion and possible action for a grand opening of the household hazardous waste collection facility.

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