

AGENDA

REGULAR MEETING

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

**MARCH 19, 2015
5:00 P.M.**

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

CITY CLERK'S OFFICE
DATE 3/12/15 TIME 3:58pm
PREPARED BY Rosalie Cardenas
REVIEWED BY Shirley Hartig

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Consent Calendar**
- V. Approval of Minutes:** Regular Meeting – February 19, 2015
- VI. Matters from the Public**
- VII. Consent Calendar**
 - (A) Request for Approval to Make the Television Recycling Pilot Program to a Permanent Program at the Buckman Road Recycling and Transfer Station.
 - (B) Request for Approval to Discontinue the Bicycle Reuse Pilot Program with ChainBreaker Collective of Santa Fe, NM at the Buckman Road Recycling and Transfer Station.
 - (C) Request for Approval of Change Order No. 2 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to Extend the Term and Increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the Amount of \$9,259.49.
 - (1) Approval of Budget Increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the Amount of \$9,259.49.
 - (D) Request for Approval of Change Order No. 1 to Purchase Aggregate for the Cell 5B Liner Construction Project Under the Construction Agreement with Del Hur Industries of Port Angeles, WA, in the Amount of \$25,500.00. (RFP No. '14/29/P).
 - (1) Approval of Budget Increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the Amount of \$25,500.00.

- (E) Request for Approval of Food Waste and Manure Delivered to the Composting Operation at the Caja del Rio Landfill as Special Consideration under Ordinance 2012-1, Section 5(B)(4).
- (F) Request for Approval of Services Agreement with Payne's Nursery and Greenhouses, Inc. of Santa Fe, NM, for Composting Operation, Marketing, and Sales at the Caja del Rio Landfill for the Santa Fe Solid Waste Management Agency (RFP No. '15/23/P).

VIII. Matters from the Executive Director

IX. Matters from the Board

X. Matters from Staff

XI. Matters from the City

XII. Matter from the County

XIII. Next Meeting Date: Thursday, April 16, 2015.

XIV. Adjournment

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

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JOINT POWERS BOARD SPECIAL MEETING
March 19, 2015

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**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
March 19, 2015**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Kathy Holian, Vice Chair, on Thursday, March 19, 2015, at approximately 5:00 p.m., in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Commissioner Kathy Holian, Vice-Chair
Councilor Patti J. Bushee
Commissioner Miguel Chavez
Councilor Signe I. Lindell
Commissioner Henry Roybal

MEMBERS EXCUSED:

Councilor Joseph M. Maestas

STAFF PRESENT:

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

There was a quorum of the membership in attendance.

III. APPROVAL OF THE AGENDA

MOTION: Commissioner Chavez moved, seconded by Commissioner Roybal, to approve the Agenda as presented.

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

IV. APPROVAL OF CONSENT CALENDAR

MOTION: Commissioner Chavez moved, seconded by Councilor Bushee, to approve the following Consent Agenda, as amended.

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

CONSENT CALENDAR

- (A) **REQUEST FOR APPROVAL TO MAKE THE TELEVISION RECYCLING PILOT PROGRAM TO A PERMANENT PROGRAM AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

A Memorandum dated March 13, 2015, to the SFSWMA Joint Powers Board, from Randall Kippenbrock, Executive Director, regarding this matter is incorporated herewith to these minutes as Exhibit "1."

- B. *[Removed by Councilor Bushee for discussion]*
- C. **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 2 TO BID NO. 14/43/B WITH ENVIROWORKS, LLC, OF EDGEWOOD, NM, TO EXTEND THE TERM AND INCREASE THE CELL 5B LINER CONSTRUCTION PROJECT AT THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$9,259.49.**
- (1) **APPROVAL OF BUDGET INCREASE TO 52510.572970 (WIP – CELL 5B CONSTRUCTION) FROM 5507.100700 (CELL DEVELOPMENT RESERVE FUND CASH) IN THE AMOUNT OF \$9,259.49**

A Memorandum dated March 13, 2015, to the SFSWMA Joint Powers Board, from Randall Kippenbrock, Executive Director, regarding this matter is incorporated herewith to these minutes as Exhibit "2."

- D. *[Removed for discussion by Councilor Lindell]*
- E. *[Removed for discussion by Councilor Bushee]*
- F. *[Removed for discussion by Councilor Bushee]*

IV. APPROVAL OF THE MINUTES: REGULAR MEETING – FEBRUARY 19, 2015.

MOTION: Councilor Lindell moved, seconded by Commissioner Chavez, to approve the minutes of the regular meeting of February 19, 2015, as presented.

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

VI. MATTERS FROM THE PUBLIC

There were no matters from the public

VII. CONSENT CALENDAR DISCUSSION**(B) REQUEST FOR APPROVAL TO DISCONTINUE THE BICYCLE REUSE PILOT PROGRAM WITH CHAINBREAKER COLLECTIVE OF SANTA FE, NM, AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated March 13, 2015, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "3" Please see Exhibit "3" for specifics of this presentation.

Councilor Bushee asked if Chainbreakers are compensated, or are they just picking up bicycle parts.

Mr. Kippenbrock said this is correct, they are not compensated and just picking up bicycle parts.

Councilor Bushee said, "They are only open on Sundays. They are a non-profit, but she wants to see bicycles and bicycle parts to be put out for kids that can't afford bicycles. She asked if there is any way that staff can deliver the bicycles and bicycle parts to Chainbreakers by arrangement.

Mr. Kippenbrock said, "Yes, I agree, because they end up going to the scrap metal. pile." He said he can work with Chainbreakers and try to deliver the parts to them.

Councilor Bushee said before it comes here, she would like for him to have that conversation, commenting she would hate to see this mission to go by the wayside.

Mr. Kippenbrock said that would be fine.

MOTION: Councilor Bushee moved, seconded by Councilor Lindell, to postpone this item to the next meeting, so Mr. Kippenbrock can have this conversation with Chainbreakers and let them know we can accommodate them.

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

- (D) **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 TO PURCHASE AGGREGATE FOR THE CELL 5B LINER CONSTRUCTION PROJECT UNDER THE CONSTRUCTION AGREEMENT WITH DEL HUR INDUSTRIES OF PORT ANGELES, WA, IN THE AMOUNT OF \$25,500.00 (RFP NO. 14/29/P).**
- (1) **APPROVAL OF BUDGET INCREASE TO 52510.572970 (WIP – CELL 5B CONSTRUCTION) FROM 5507.100700 (CELL DEVELOPMENT RESERVE FUND CASH) IN THE AMOUNT OF \$25,500.00)**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated March 13, 2015, with attachments to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "4" Please see Exhibit "4" for specifics of this presentation.

The Board commented and asked questions as follows:

- Councillor Lindell said if she is reading this correctly, they underestimated use by 30%.

Mr. Kippenbrock said yes, the engineer underestimated, but the contractor also overlaid a greater portion of the area with this drainage material. The contractor also perhaps may have done a higher compaction of the same material than we anticipated.

- Councilor Lindell asked if Del Hur is a company she read about in the paper recently, and if they are part of the lawsuit that has been filed.

Mr. Kippenbrock said the name is mentioned in the lawsuit, but they're not part of it.

- Councilor Lindell said she wants to have clarity that there are two separate things here and we're not moving on something we really shouldn't be moving on. She said she knows nothing about the lawsuit, and wants to make sure that we have "two very separate things going on here."

Mr. Kippenbrock said, "Correct. We do."

- Vice-Chair Holian said this is aggregate for drainage, and Mr. Kippenbrock said that is correct.
- Vice-Chair Holian asked if crushed glass can be used.

Mr. Kippenbrock said we used approximately 4,000 cu. yds. of crushed glass for beneficial use on the liner. We used every bit of it that we could.

Vice-Chair Holian said and we will have more.

- Councilor Bushee asked, given that the City is aiming to move to single stream operations and we will be stuck with the glass, is there a use for glass in drainage business.

Mr. Kippenbrock said that was the purpose of it.

- Councilor Bushee said, "You're buying aggregate now. Did we not accumulate enough glass."

Mr. Kippenbrock said, "Correct."

- Councilor Bushee said she is stuck with the problem of dealing with glass.

Mr. Kippenbrock said approximately 25,000 cu yds of materials was needed to lay on the floor. He said, "We used all the glass we had on site that was not sold to Earth Stone. We accumulated all of the excess glass that we had since 2006 when we took over the Transfer Station. All that material was transferred to the landfill for that project. So we have more than enough."

- Councilor Bushee asked if he is talking about future glass.
- Mr. Kippenbrock said, "Absolutely. It will not be an issue, if we cannot sell or have other beneficial use for the glass, the alternative would be to use it for liner material."
- Councilor Bushee said, "I'm still stuck on the answer that it's still costing too much or something. What I'm trying to do is to reduce the waste stream."

Mr. Kippenbrock said it costs \$100 per ton to crush the glass into various sizes, to a sand, which is like a 3/8 minus pea gravel size.

- Councilor Bushee asked if any of the machinery is on site.

Mr. Kippenbrock said, "Yes. We have the machine on site which we purchased from the City in 2006 that is worn out and needs to be replaced, but replacing with another machine that has similar cost per ton. As long the City, County and the Agency recognize the cost per ton of \$100, we can continue with the program. If it is cost prohibitive, one suggestion is to discontinue the glass program."

- Councilor Bushee said it's all relative, commenting we subsidize our recycling program, and it's not about making money. She is hesitant to buy aggregate. She asked if anybody has done a cost analysis currently. She said, "I guess I'm missing the point, because we haven't moved off the dime on reducing our waste stream for two decades. I guess I'm trying to figure out... I get the dollar and cents part of the equation, but the reality is.... it's like people are saying, well we subsidize that process and nobody buys it."

Mr. Kippenbrock said the Agency views glass as one of the materials being diverted from the Landfill, and not as a problem waste, as long as we recognize the cost of it.

- Councilor Bushee said maybe she's talking about long term, as to the short term vote you want me to take, but I'm determined that we do this just based on cost as a criteria.

- Vice-Chair Holian said we have used all the glass that we can and now we need more aggregate for the drainage.

Mr. Kippenbrock said, "Yes. The message I heard for years is what do you do with the glass. Approximately 3-4 years ago, we went to NMED and got approval for beneficial use of the drainage layer material for glass. In the meantime, our number one buyer is Earth Stone. They make products out of it and they take a lot of that material, and potentially that could grow and consume a lot of ours, but we don't know yet. What I'm trying to say is we do have an avenue for that material, as opposed to what do you do with the glass."

- Commissioner Chavez said the Buckman Direct Diversion also has sand as a by product of its operation, and maybe we could look at that a source for either liner or for drainage material, or for the top *[inaudible]*. He said that's just an option, commenting he doesn't know how much sand it has already produced, and the volume, but he thinks it's going to be a constant.

Mr. Kippenbrock said he will keep that in mind.

- Vice-Chair Holian said then sand could be used as well.

Mr. Kippenbrock said yes, sand and D gravel were the original materials until they became cost prohibitive to import those materials.

- Councilor Lindell said, "Councilor Bushee, I appreciate what you're saying. But when I look at the cost difference on this, we buy that at \$5 per ton, and it is \$100 per ton to use our own glass... it's almost a \$5 million difference, it's huge."
- Councilor Bushee said it didn't really cost \$5 million to use the glass that we've using for *[inaudible]*.
- Councilor Lindell said, "No. I'm saying at \$100 a ton, I appreciate what you're saying, but I just think with the vast amounts we use, almost 52,000 tons, we would have a cost difference of almost \$5 million."
- Councilor Bushee said, "What I don't understand is, in 2006 you used up all the glass we stored, you stopped crushing it."

Mr. Kippenbrock said, "No. We took over the Transfer Station in 2006. All of the glass that has been produced since 2006 was sold to our number one buyer, Earth Stone at \$5 per ton. And the remaining material went to the landfill project or for public use."

- Councilor Bushee asked what happens to the glass currently being received.

Mr. Kippenbrock said, "We will continue to do the same thing, crushing the glass, selling it to Earth Stone, our number one buyer, giving it away to the public for free and any excess will be used for the next landfill project."

- Councilor Bushee said, "I understand that you don't want to go out and buy glass, but you are going to use the glass that comes in."

Mr. Kippenbrock said that is correct.

- Councilor Bushee said, "And that costs you \$100 a ton to crush it and using that money *[inaudible]*

Mr. Kippenbrock said it costs \$100 a ton to process the glass, not necessarily to put it back into the landfill, but that is one of our alternatives to use that material.

- Councilor Bushee asked Mr. Kippenbrock to put down those numbers on paper for her later, noting she would really like to understand where he gets the numbers.
- Commissioner Chavez said he isn't suggesting the sand would be free from the Buckman Direct Diversion project, because there is going to be some cost. It's the same cost that would be incurred to process glass into crushed glass. There is a cost incurred in that, and the Agency needs to recognize that.
- Vice-Chair Holian asked what the BDD is planning to do with the sand right now, and Commissioner Chavez said right now it's in the way, it's a by-product.
- Vice-Chair Holian asked if there are plans to haul it away.
- Commissioner Chavez said he doesn't think so. He said they are not able to put it back into the River stream. It would have to be separated and something else done with it. He understands there is a by-product which is sand, and he thinks they can find something to do with it, but he's not suggesting it will be free. He is just putting it out there as an option.

MOTION: Councilor Bushee moved, seconded by Councilor Lindell, to approve Item VII(D) Change Order No. 2 to purchase aggregate for the Cell 5B Line Construction Project, under the construction agreement with Del Hur Industries of Port Angeles, WA, in the amount of \$25,500 (RFP No. '14/29/P), as presented.

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

MOTION: Councilor Bushee moved, seconded by Commissioner Chavez, to approve Item VII(D)(1), budget increase to 52510.572970 (WIP – Cell 5B construction), from 5507.100700 (Cell Development Reserve Fund Cash), in the amount of \$25,500, with direction to staff to investigate the possibility of using sand from the BDD."

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

(E) REQUEST FOR APPROVAL OF FOOD WASTE AND MANURE DELIVERED TO THE COMPOSTING OPERATION AT THE CAJA DEL RIO LANDFILL AS SPECIAL CONSIDERATION UNDER ORDINANCE 2012-1, SECTION 5(B)(4)

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated March 13, 2015, with attachments to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "5" Please see Exhibit "5" for specifics of this presentation.

The Board commented and asked questions as follows:

- Councilor Bushee said she didn't understand from the Memo that you were going to waive the \$20 manure fee. She is concerned that there will be people dropping off manure to the landfill at a tipping fee of \$3 per ton, and then we're going to transport that manure to Payne's Organic Soil.

Mr. Kippenbrock said no, currently manure will be accepted only at BuRRT.

- Councilor Bushee asked if we are charging people to drop it off and then we're going to transport it, and Mr. Kippenbrock said yes.
- Councilor Bushee asked why not direct them directly to Payne's Organic Soil.

Mr. Kippenbrock said if they go directly to the landfill there will be no charge.

- Councilor Bushee asked if it will ultimately end up at Payne's Organic Soil.

Mr. Kippenbrock said no. Payne's will do all of the composting operation at the landfill.

- Councilor Bushee said, "So the composting effort I got started out a Caja del Rio a million years ago is dormant because the City is doing that at the Wastewater Treatment Plant, correct."

Mr. Kippenbrock said that's two separate composting operations.

- Councilor Bushee asked how long it has been dormant at Caja del Rio.

Mr. Kippenbrock said since 2008.

- Councilor Bushee asked the reason.

Mr. Kippenbrock said, to be honest with you, it was a lack of effort. He said, "I'm not saying we don't have the expertise, but we don't have the marketing, the sales. It is very difficult to get the New Mexico DOT to sell it, etc. So with this RFP, we asked what they would offer to come up with other ideas of how they can sell the product, and not just to the DOT. DOT, ever since the great recession, has backed off of buying that material."

- Councilor Bushee when we first did this, people would come with pickup loads of it.

Mr. Kippenbrock said they still do that at the transfer station.

- Councilor Bushee said, "I understand. I'm fine with reactivating that. I guess what I'm asking now... I want to just have one trip somewhere in the waste stream. Is that what we're doing with this. "

Mr. Kippenbrock said we can do two things. He said they can take it two places: First, people with small pickups and small loads of manure can utilize BuRTT. I was proposing to keep that at \$20 per ton.

- Councilor Bushee asked if we can just divert them to where operation is going to happen.

Mr. Kippenbrock said we can get the word out that they can go to Caja at no cost.

- Councilor Bushee wants to stop people from driving the vehicles twice the distance.

Mr. Kippenbrock we can do that too, and we can get the word out, and over time they know they can take manure at no cost to Caja.

- Councilor Bushee said Caja is in the County and BuRRT is a longer trip in most cases.
- Vice-Chair Holian said we need to phase in to it. If people go to BuRRT and told they can't drop it off, even if they're willing to pay, that will make them angry.
- Councilor Bushee asked about Payne's, and about having them to educate customers up front.
- Vice-Chair Holian said that's a good idea but we still need to phase in this program.
- Councilor Bushee said she was hoping the policy would get more green. She said she is so ready to jump start our waste stream reduction "I can't wait much longer. And to be honest, I was sorry to learn that program was defunct, and glad to see it come back. I think it's fine out at Caja del Rio, and probably better of than at Payne's Organic, the food waste anyway, because that was causing some problems with people. So I would like to change this Memo to approve for you to receive the compost at no charge at the landfill."
- Vice-Chair Holian said, "I think that is what is requested in the Memo."
- Councilor Bushee said, "No, because you've suggested to go to BuRRT and you're going to charge for compost."

Mr. Kippenbrock said, "Let's do it this way. Let the public utilize BuRRT or Caja for the manure at no charge. Okay. That's the key."

– Councilor Bushee said that makes no sense.

MOTION: Councilor Bushee moved, seconded by Councilor Lindell, “to allow for compost, manure and food waste to be received for free at the Landfill and that whatever regulation the Ordinances have, to allow for that to happen.”

DISCUSSION: Commissioner Chavez asked Councilor Bushee what she proposes to do about manure, because that needs to be part of the equation.

Councilor Bushee said that is part of her motion.

Councilor Chavez said the action requested is to waive the tipping fee for food waste by the City of Santa Fe Environmental Services Division, and to waive the tipping fee delivered to the landfill for the composting operation, and Councilor Bushee wants staff to do that.

Councilor Bushee said, “Just simply allow green waste, food waste and manure to be received at the landfill from the public, and have Payne’s Organic Soil to promote to the public that that’s where they should bring all their compost, manure and food waste with no tipping fee.”

Vice-Chair Holian said, “Let me just point out that the only action requested does have to do with the tip fees at the landfill for food waste and manure. It has nothing to do with the tipping fees at BuRRT. So I think if we don’t do this as noticed, I think we would have to bring that back as another item in the future. If we want to change the request, we should ask the lawyer.”

Councilor Bushee said it’s not about BuRRT, it’s about the Landfill.

Vice-Chair Holian said, “Right. This is the only thing that is in this particular caption material. It’s about the Landfill. It doesn’t have anything to do with BuRRT. But part of your motion was to say it would no longer be affected at BuRRT, so that would have to be in another packet filing I would think in the future.”

Elizabeth Martin said that wasn’t in the motion.

Councilor Bushee said she didn’t mention BuRRT this evening, about where you do or do not accept waste. She is trying not to have a landfill fee being charged..... I don’t know, I forgot.”

Councilor Bushee said, “You are saying you want to charge \$20 per ton.”

Mr. Kippenbrock said that would be at BuRRT.

Councilor Bushee asked, “How do I get to this other place so we’re not having people going in so many directions.”

Vice-Chair Holian said if we want to accept manure at BuRRT, staff will need to bring that forward in the future.

Councilor Chavez said and that would have to be a phase-in.

Vice-Chair Holian said, "The motion is to waive the tipping fees for food waste and all manure to the Landfill. Is that correct. Is the second okay with that motion."

Councilor Lindell said yes.

Mr. Kippenbrock said the food waste for now delivered to the landfill will be by the City Environmental Services Division and by ReUnity Resources, as per his negotiated agreement with Payne's Nursery, and we did not include the public at this time, because we wanted to see how the pilot program is worked out first.

Vice-Chair Holian said but anybody can take manure, and Mr. Kippenbrock said this is correct.

Councilor Lindell asked when Payne's will be moving from its current location.

Mr. Kippenbrock said Payne's Nursery will continue to keep its facility at the Agua Fria location and it will be used as a retail outlet.

Councilor Lindell asked if this is the long term plan. She said we previously talked about the horrendous stench.

Mr. Kippenbrock said we negotiated with Payne's Nursery, and they recognized that, and that is the reason they are moving the food waste composting to the landfill.

Councilor Lindell asked if that is what was causing the tremendous odor in that area.

Mr. Kippenbrock said, "Partially, yes.

Councilor Lindell asked what was the other part.

Mr. Kippenbrock said, "It comes down to operations. It comes down to the proper ratios, the idea of recipe – food waste versus mulch – to break down the odor."

Councilor Lindell asked if that will be corrected by moving the facility.

Mr. Kippenbrock said he understands it's under control now.

Councilor Lindell said, "It's not under control now."

Mr. Kippenbrock said we have a contractual agreement with Payne's Nursery with regard to maintaining the facility.

Councilor Lindell said it is frustrating for that neighborhood, it's ongoing, and it's gone on a long time. She said she and Mr. Kippenbrock have discussed this. She it's all part of this ongoing operation. She said, "Well, we can just put it on the agenda as another topic at another time, if the Committee would like to do that, but I think we need to discuss this."

Vice-Chair Holian asked, "Does SWMA have anything to do with this other composting operation at Payne's facility."

Mr. Kippenbrock said, "No. That is a private operation."

Responding to Councilor Lindell, Mr. Kippenbrock said they are permitted through NMED.

Vice-Chair Holian said, "So it doesn't seem like it's relevant to SWMA."

Mr. Kippenbrock said that is correct.

Vice-Chair Holian said, "So we don't really have anything to do with that operation."

Mr. Kippenbrock said, "Correct. Not at their location on Agua Fria. The permit, when they submit it, we negotiated that we want to make that food waste composting is done at the Landfill and not at the facility on Agua Fria, and the rest of the other conditions in the Agreement."

Councilor Lindell said, "So they will be moving part of their operation out of Agua Fria to the Landfill."

Mr. Kippenbrock said, "It is my understanding they will be moving their composting operation to the landfill. The Agua Fria location will be a retail outfit, just like any other nursery."

Vice-Chair Holian said they don't have *[inaudible]*

Councilor Lindell said, "That's fine, I'll bring it up under Matters from the Commission."

Councilor Bushee said, "This is a very fragmented discussion, so I'm going to try to bring it together. It seems that an operation, such as a composting operation, was a policy decision. So it was disturbing to me in the Memo, as a member of this Board, that it was just allowed to go by the wayside. I approached this by saying, okay, we're going to jump start it. I'm happy about that. But you said, well that's not something for this Commission to have a discussion about. It would seem to me, you would have brought that to the Board to discuss. We're going to stop there, if we don't have the staff, the machinery broke again, what have you."

Councilor Bushee continued, "So, I'm grateful we're going to jump start it, but what I'm concerned about now.... so we want to encourage green waste to be diverted to the Landfill, in whatever form it might take. And so now, how are we going to retain the customers, because Payne's Organic Soil is a great product to customers. Right now, people get the stuff at the Wastewater Treatment Plant, \$13 a pickup load.... The previous operation and I'm sorry, I went up to see what they did in Los Alamos. One guy, one machine,

making compost and they've been doing that for years, and we're doing nothing here. We bought *[inaudible]* and they were just destroyed and we're not using it. But when we got it going again, people came out and they got the kind of bulky stuff and they're using it on the pathways. They got clean, green waste that was crushed up. So, if we're waiving tipping fees and, and we're going to jump start it, what is it going to cost the consumer to get a benefit."

Mr. Kippenbrock said whatever the retail price that Paynes charges, as part of this agreement, we'll get \$4 per ton royalty for all of this product that goes to the Landfill.

Councilor Bushee so we not doing this to benefit the consumer, we are doing this just to divert waste only.

Mr. Kippenbrock said to keep in mind that all green waste that is mulched at BuRRT will be first come, first served, but at the Wastewater Treatment Plant, the main balance of that will go to Payne's Nursery for the composting operation.

Councilor Bushee asked if there will be a separate operation at BuRRT.

Mr. Kippenbrock said they mulch the waste at the transfer station.

Vice-Chair Holian said, "I will summarize. We have a motion on the floor, and a second to waive tipping fees delivered to the landfill. "

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

(F) REQUEST FOR APPROVAL OF SERVICES AGREEMENT WITH PAYNE'S NURSERY AND GREENHOUSES, INC., OF SANTA FE, NM, FOR COMPOSTING OPERATION, MARKETING AND SALES AT THE CAJA DEL RIO LANDFILL FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY (RFP NO. 15/23/P)

A Memorandum dated March 13, 2015, with attachment, to the SFSWMA Joint Powers Board, from Randall Kippenbrock, Executive Director, regarding this matter is incorporated herewith to these minutes as Exhibit "6."

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated March 13, 2015, with attachments to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "6" Please see Exhibit "6" for specifics of this presentation.

The Board commented and asked questions as follows:

- Commissioner Chavez said on the economic proposal, the Memo suggests that Payne's Nursery pay the Agency \$4 a ton for both mulch and finished compost. He would imagine the market price would be somewhat different.

Mr. Kippenbrock said he doesn't know what their retail prices will be. He included mulch and not just finished compost products because they make a recipe that's not necessarily compost products, but it will be similar to mulch in compost.

- Commissioner Chavez said he was trying to draw a distinction between the two materials.

Mr. Kippenbrock said there can be a difference.

- Commissioner Chavez said he thinks the prices are still somewhat reasonable, commenting free is always better, but it doesn't always work.
- Councilor Lindell asked if you have any idea how many tons we are talking about on annual basis.

Mr. Kippenbrock said that's good question. He said for example, green waste comes to BuRRT at 300 pounds per cu yd, and when it goes to the landfill for composting operations it gets further reduced by the compost and activities. He said typically the material goes out as 1,000 pounds per cu yd. He said he would guess that would be 7,000 and 10,000 tons per year. He said there are so many variables in this picture, and in the first 12 months there will be very little activity in terms of retail until it becomes a finished product.

- Councilor Lindell then you don't know how much they charge per ton on it.

Mr. Kippenbrock said no, they're going to make various products based on that.

- Councilor Lindell asked if she is correct, "that they pay us based on when the product leaves the site and it goes across the scale, so they pay us, and then it leaves the site. They are billed the \$4 per ton as it leaves the site, we we're not open to question as to how much it really.... in fact once it leaves the site, whatever they do with it, that's up to them. Where they sell it and where they use it themselves. We're going to get paid because it leaves the site, and asked if that is correct."

Mr. Kippenbrock said that is correct, and we also will be monitoring all incoming materials as well.

MOTION: Commissioner Chavez moved, seconded by Commissioner Roybal, to approve Item VII(F), to approve the Services Agreement with Payne's Nursery and Greenhouses, Inc., of Santa Fe, NM, for composting operation, marketing and sales at the Caja del Rio Landfill for the Santa Fe Solid Waste Management Agency (RFP No. '15/23/P), as presented by staff.

DISCUSSION: Councilor Bushee asked how they arrived at \$4 a ton for the sale of mulch as a compost products going back to SWMA.

Mr. Kippenbrock said that was negotiated between the Agency and Payne's Nursery.

Councilor Bushee said the City is going to deliver it, or it's going to be there from the public – you're going to transport some of the raw materials, correct.

Mr. Kippenbrock said yes.

Councilor Bushee asked what that would cost.

Mr. Kippenbrock said it is about \$100 a load or 64 cu yds in a load, that's to transport. He said that's all internalized from the Agency bringing it from BuRRT to the Landfill.

Councilor Bushee asked if this cost will cover that transport.

Mr. Kippenbrock said, "I don't know. And the reason for that is, we want to get this program off the ground and be successful. There are a lot of unknowns in terms of how to make this composting operation successful."

Councilor Bushee said he negotiated the number, but it indicated in the old Memo that Payne's Nursery was charging \$6-\$10 a ton or \$3-5 cubic yard for food waste, she assumes from the public.

Mr. Kippenbrock's said that's what Payne's was charging at its facility.

Councilor Bushee said she wants to know if we are covering the costs, noting it is important for us to be successful. She said it's a commodity and something desired to be used in the creating a product that is now going to be sold to the public, although she doesn't know if will be certified as organic. She assumes these people are here. She said, "Payne's is imminently qualified. They put out a good product. I buy it all the time, but I have questions as to if this is a good business decision for us, given that it's no longer about creating a free product or an inexpensive product. So are we covering our transportation costs to move the waste there with this negotiated fee, given how much is going to be charged per yard for the finished product."

Councilor Bushee continued, "I'm still unhappy we have the original proposal, but if we're creative not just on a whim, that little line will go defunct, so I'm trying to understand now that we're making smart decisions. Because I don't think we're making the best environmental decisions, but we're making decisions. So now, we're making business decisions."

Mr. Kippenbrock said he can't answer that question, "other than what I just told you what it costs the agency to transport it per load."

Councilor Bushee asked if he figured – how many loads, how many cu yds over all and \$100 – could you estimate that would be several hundred thousand dollars, half a million dollars."

Mr. Kippenbrock said he can't make that estimate, but he will get that number for her.

Councilor Lindell said, speaking to that, "Let's try to work a little bit backwards. If we did perhaps 7 to 10 times, so let's take the low end of that, the 7,000 tons at \$4, so that's, that would be \$28,000. So does the \$28,000 cover all the transportation costs in this."

Vice-Chair Holian said, "I will also add that, at this point, we don't know how much is going to come directly to the Landfill versus how much will be transported from BuRRT. This is still to be determined. Isn't that correct."

Mr. Kippenbrock said, "Yes. It's going to vary on how much needs to be transferred to BuRRT."

Vice-Chair Holian said, "When the City brings food waste, they will bring it directly to the Landfill, they won't bring it to BuRRT. Correct."

Mr. Kippenbrock said, "Correct."

Vice-Chair Holian said, "I would assume that ReUnity Resources would also bring things directly to the Landfill. Correct. So, maybe, most of the waste will be taken directly to the landfill now, and there will be less transported from BuRRT."

Mr. Kippenbrock said yes, with the exception of mulch.

Councilor Bushee asked if we are going to cover our costs.

Mr. Kippenbrock said, "If we assume 187 cubic yards will be delivered to the Landfill, and assume 187 loads per year, times \$100, that's \$18,750. If I use 7,000 tons times \$4, that is approximately \$28,000."

Councilor Bushee said then it's a wash, but you have to receive the waste at the Landfill, and there's staff to take care of anything other than composting.

Mr. Kippenbrock said, "First and most important if you establish a viable composting operation at the Landfill, make it successful, and as the program matures, we may be able to go back to the point where the Agency will be able to benefit more through royalty payments, etc."

Councilor Bushee asked the reason the project failed in the first place.

Mr. Kippenbrock said, "Sales and marketing."

Councilor Bushee said but they had no problem making the compost.

Mr. Kippenbrock said, "Our product was geared toward DOT specifications. There was not a need for that. We also ran into a high pH, in the effluent water they were using that caused the pH to be too high to be considered compost for the DOT. For the mulch there is no pH requirement, but there is for compost. The DOT only asked for compost, not mulch. They would not buy mulch, just compost. My understanding the last few years, in this District, they did not buy composting material."

Councilor Bushee asked if we promoted the material we made to the general public.

Mr. Kippenbrock said, "I did not promote any composting material, because I did not certify [inaudible] that is composting material."

Councilor Bushee said then you were having technical difficulties last year, and Mr. Kippenbrock said yes.

Councilor Bushee said she doesn't think anybody is getting rich from this material. She wants to know that we're being smart, but she still believes she will have to vote against this, simply because she would like to see the consumer vested in a better way. She said, "Maybe that's where you get down the road. I don't know."

Vice-Chair Holian said, "I want to point out that at the last meeting recommendations were made by consultants who analyzed our operations and we as a Board approved those recommendations, and this is part of implementing those recommendations which were approved at the last SWMA board meeting.

Councilor Bushee asked if the Board ever voted to allow the previous operation to go fallow.

Commissioner Chavez said, on the business side, it says, "The contractor will pay the Agency \$4 per ton for all mulch and finished compost products sold by the contractor located at the Landfill on a monthly basis.... the Contractor shall pay the Agency for its use of the reclaimed wastewater at fifty percent of the rate for potable water as set for in the City of Santa Fe Sanitary Sewer Rate Fee and Penalty Schedule.... contractor shall pay the Agency for the use of a trammel screening machine that is owned by the Agency at a rate of \$100 per year."

Councilor Chavez continued, "You mentioned earlier, Randall, that improvements are going to have to be made to some of the other equipment to continue, and that is their responsibility."

Mr. Kippenbrock said that is correct.

Vice-Chair Holian said, "Before I call for the vote, I would just like to make a comment on my own. First of all, I'm really happy to see the composting operation going forward and that no tipping fees will be charged for the food waste to the Landfill. It will be interesting to see how much food waste is now diverted from the landfill, and I hope someone keeps statistics as we go along. I think next year, we'll probably look at this again and see if adjustments should be made to this, but this is a really good first start."

Commissioner Chavez noted this approval is for only one year, not to exceed four years.

Councilor Bushee said she understands we are supposed to be keeping track of the food waste diversion.

Cindy Padilla, Director, Environmental Services Division, said they are doing that, and have monthly reports and she will compile a one-year report which can be reported to this Board.

Councilor Bushee said, "I'm just disappointed to see that the project is gone by the wayside, but I'm grateful to see it revised, and this company will do a good job of it, and I'm grateful that the food waste is being diverted. But I still think, in the end, that we should aim to provide whatever product we can of the highest quality at the lowest possible rate to the public.

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

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

There were no matters from the Executive Director.

IX. MATTERS FROM THE BOARD

There were no matters from the Board.

X. MATTERS FROM STAFF

There were no matters from staff.

XI. MATTERS FROM THE CITY

Cindy Padilla reintroduced herself, saying she has returned to the City as the Environmental Services Division Director. She said she is excited to be back with the City. She said one of the recommendations from the study is that we have a unified message, and that we work together as we go forward. She said they will be revamping the strategies, and will be bringing those to the Board. She said the numbers may not indicate the progress they would like to see, but they will work to do better. She reiterated she is happy to be back, and looks forward to working with everyone.

Vice-Chair Holian said she is happy to see her back.

Councilor Bushee said she and Councilor Lindell will be introducing a single stream recycling initiative on Wednesday.

XII. MATTERS FROM THE COUNTY

There were no matters from the County.

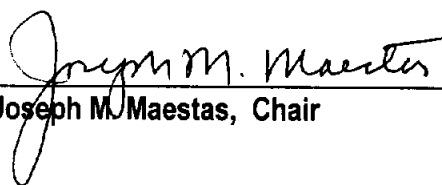
XXIII. NEXT MEETING DATE – THURSDAY, APRIL 16, 2015

XIV. ADJOURNMENT



MOTION: Councilor Chavez moved, seconded by Councilor Roybal, to adjourn the meeting.

VOTE: The motion was approved unanimously on a voice vote, and the meeting was adjourned at approximately 6:20 p.m.

APPROVED BY:

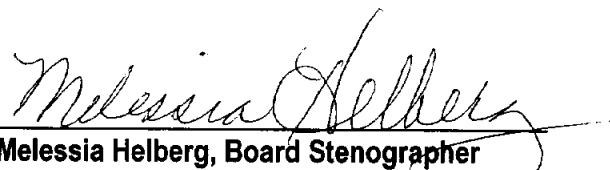


Joseph M. Maestas, Chair

Yolanda Y. Vigil, City Clerk
City of Santa Fe

SUBMITTED BY:




Melessia Helberg, Board Stenographer

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
PAGES: 21

I Hereby Certify That This Instrument Was Filed for
Record On The 23RD Day Of April, 2015 at 04:15:44 PM
And Was Duly Recorded as Instrument # 1762633
Of The Records Of Santa Fe County



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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: March 13, 2015
Subject: Request for Approval to Make the Television Recycling Pilot Program to a Permanent Program at the Buckman Road Recycling and Transfer Station.

BACKGROUND & SUMMARY:

On October 18, 2012, through RFP 13/01/P, the Board approved a Professional Services Agreement with Natural Evolution, Inc. (Natural Evolution) of Tulsa, OK, to provide electronic waste (e-waste) recycling services. The e-waste program did not include televisions at inception. On November 13, 2013, the Board approved a Professional Services Agreement with Natural Evolution that allowed the Agency to accept televisions and Cathode Ray Tubes (CRTs) as part of a 'pilot' program. This program has been positive for the Agency and allows the diversion of approximately seven pounds of lead for each TV/CRT that would have been disposed of in the Caja del Rio Landfill. Lead is a naturally occurring toxin which causes significant health issues in both children and adults making the reduction of lead in the environment a positive step.

Televisions are handled in the same manner as all other e-waste that comes into the Buckman Road Recycling and Transfer Station (BuRRT). Customers are charged the e-waste recycling fee of \$50 per ton, or \$0.50 per 20 pounds, plus tax. Televisions are palletized and stored in the designated e-waste recycling area of the transfer station and ultimately shipped to Natural Evolution for processing.

Based on a conversation with Traci Phillips, the President of Natural Evolution, Ms. Phillips has indicated that the Agency can unremarkably remove the term 'pilot' from the television recycling program. In her opinion, the television recycling program that allows the Agency to process the materials at no charge does not have, at this time, a set end date. She also anticipates that the Agency would have several months to adjust its services in the event that the recycling program ends.

The Agency concludes that this program is a success and worthwhile to continue. Residents and businesses using BuRRT have embraced it and the Agency is beginning to see a steady diversion of TV/CRTs being recycled. In addition, e-waste, specifically TVs/CRTs are heavy and this material is counted in the Agency's Annual Report to NMED and contributes positively to the City of Santa Fe and Santa Fe County recycling rates. In the event that Natural Evolution can no longer accept televisions for recycling, the Agency will continue to handle them. While this situation has not yet arisen, we anticipate that we'll continue to handle televisions in the same manner, but treat this program line the Household Hazardous Waste program or we'll landfill the televisions, which is what occurred prior to this program being implemented.

Due to this pilot program, televisions have been treated like other e-waste that comes into BuRRT. Since this program began after the last revision of the Agency's Solid Waste Ordinance,

1
Ed. Kippenbrock

Ordinance 2012-01, it has been the Agency's policy to divert TVs/CRTs to recycling rather than landfilling them. It is anticipated that when the ordinance is next revised, televisions will be incorporated into the definition of Electronic Waste.


To date, the Agency has processed and recycled 1,416 TVs/CRTs through this program equating to approximately 65,970 pounds of material diverted at no cost to the Agency.

ACTION REQUESTED:

The Agency requests the Board make the Television Recycling Pilot Program a permanent program at the Buckman Road Recycling and Transfer Station.

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MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 13, 2015
Subject: Request for Approval of Change Order No. 2 to Bid No. '14/43/B with Enviroworks, LLC, of Edgewood, NM, to Extend the Term and Increase the Cell 5B Liner Construction Project at the Caja del Rio Landfill in the Amount of \$9,259.49.

BACKGROUND & SUMMARY:

On September 9, 2014, the Joint Powers Board approved RFB No. '14/43/B to Enviroworks, LLC, of Edgewood, NM, for the Cell 5B liner construction project at the Caja del Rio Landfill in the amount of \$997,532.78.

The liner construction project encompassed an approximate area of 422,000 ft² or 9.7 ac. and included the following:

- subgrade preparation;
- geosynthetic clay liner;
- 60 mil HDPE textured geomembrane;
- 10 oz/yd² non-woven geotextile;
- drainage material placement;
- leachate collection system; and
- leachate pumping system for Cells 1-6 (level sensors, flowmeters, solar panels, and pumps).

On, January 15, 2015, the Board approved Change Order No. 1 to the Agreement with Enviroworks to extend the term from 75 days to 124 days and increase the Cell 5B liner construction project at the landfill in the amount of \$15,182.21.

Staff is requesting Board to approve Change Order No. 2 to the Agreement with Enviroworks for the Cell 5B liner construction project in the amount of \$9,259.49.

The primary justifications for the change order include: 1) increase in material quantities of drainage layer material (basalt and glass cullet); and 2) increase in material and labor costs for the installation of the leachate pumps. The net change of the change order for the cell construction is \$9,259.49. The term would be extended from 124 days to 169 days, an increase of 45 days. The revised contract price and term is \$1,021,974.48 and 169 days.

As to date, the construction project is substantially complete. Once completed, engineering consultant CDM Smith will submit the Construction Quality Report to the New Mexico Environment Department for approval and use of the cell.

Funding is available in the Cell Development Reserve Fund Cash.

ACTION REQUESTED:

The Agency is requesting the Board approve Change Order No. 2 to Bid No. '14/43/B with Enviroworks to extend the term and increase the Cell 5B liner construction project at the landfill in the amount of \$9,259.49.

The Agency also requests approval of a budget increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the amount of \$9,259.49.

Attachments: Budget Adjustment Request
CDM Smith's Letter of Recommendation

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ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
WIP Cell 5B Construction-Liner-Expense	52510.572970		DR	9,260	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				TOTAL	<div style="display: flex; justify-content: space-between;"> \$ 9,260 \$ - </div>

BAR increase 52510.572970 for Change Order #2 in the amount of \$9260.00 to Enviroworks, LLC for the

Cell 5B Liner Construction Project - Approved at JPB Meeting of March 19, 2015.

(Cash is available in 5507.100700 (Cell Development Reserve Fund Cash))

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

ATTACHMENT

CDM Smith's Letter of Recommendation



6000 Uptown Blvd. NE, Suite 200
Albuquerque, NM 87110
tel: 505 243-3200
fax: 505 243-2700

March 12, 2015

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Caja del Rio Landfill Cell 5B Liner Construction (Bid No. '14/43/B)
Construction Quality Assurance and Change Order Request 2 Summary
CDM Smith Project No.: 10679-91152

Dear Mr. Kippenbrock:

At the request of the Santa Fe Solid Waste Management Agency (SFSWMA), CDM Smith Inc. (CDM Smith) has completed this analysis of the material quantities utilized to complete installation of the liner for Cell 5B at the Caja del Rio Landfill in Santa Fe, New Mexico. Through this quality assurance analysis, the material quantities for the installation of the liner for Cell 5B were recalculated and vary from the values estimated during the final design and bidding phase of the project. These variances are described in detail below.

Anticipated Material Quantities

At the time of project bidding (June 2014), the following key material quantities were anticipated for the completion of the Cell 5B Liner Construction Project:

Bid Item No.	Item Description	Estimated Quantity
7	Drainage Material – Basalt Rock	23,500 cubic yards (cy)
8	Drainage Material – Glass Cullet	3,000 cy
11	Leachate Collection System – Pumps	6 pumps [lump sum]

Note: Specifications/details for each of the materials listed above can be found in the “*Contract Documents and Specifications*” prepared by CDM Smith (June 2014) for the subject project.

Drainage Layer Materials

Upon completion of the Cell 5B liner system in December 2014, the construction contractor (Enviroworks LLC) then installed the 24-inch thick drainage layer materials – Crushed Basalt and Glass Cullet – in accordance with the CDM Smith construction documents and the New Mexico Environment Department rules and regulations.



Mr. Randall Kippenbrock, P.E.

March 12, 2015

Page 2

Utilizing the ground survey data and the calculations presented by Enviroworks LLC (January 2015), the quantities of the drainage layer materials were recalculated by CDM Smith and determined to be as follows:

Item Description	Estimated Quantity	Actual Quantity	Difference
Drainage Material – Basalt Rock	23,500 cy	27,747 cy	+4,247 cy
Drainage Material – Glass Cullet	3,000 cy	4,594 cy	+1,594 cy

Similar to the geosynthetic materials used for landfills, it is industry practice for the engineer to include a small buffer (approximately 10% excess) when calculating drainage material bid quantities. However, for this project, the buffer was greatly decreased (less than 1%) to reduce the costs for the basalt rock crushing and glass cullet preparation requirements to the SFSWMA. Utilizing the calculated bid quantities, the SFSWMA arranged for the crushing and stock-piling of both materials prior to the anticipated installation schedule.

At the time of installation, it was determined that a greater quantity of crushed basalt was needed to fulfill the depth requirements (24 inches) for Cell 5B. This is likely due to either the increased ground pressure of the construction equipment atop the installed basalt rock or the increased settling exhibited by the material. This minor increase in material quantity has merit and CDM Smith has validated the final quantity using AutoCAD 3D software. Thus, 27,747 cubic yards of crushed basalt was installed for the drainage layer for this project. *Note that payment for an additional 26,539 cubic yards of crushed basalt was previously approved by the SFSWMA under Change Order 1 Request.*

Also at the time of installation, additional glass cullet was identified for use in Cell 5B by the SFSWMA (approximately 1,200 cubic yards). Thus, 4,594 cubic yards of glass cullet was installed for the drainage layer for this project. *Note that payment for an additional 4,266 cubic yards of glass cullet was previously approved by the SFSWMA under Change Order 1 Request.*

In summary, a slight increase in the overall drainage material quantities for this project was determined and a cost increase will be realized by the SFSWMA.

Leachate Collection System – Pumps

Upon completion of the installation of the leachate collection system pumps in March 2015, the construction contractor (Enviroworks LLC) notified CDM Smith that additional discharge hose and lead would be required for the setting of the pump in Cell 6 (refer to the attached Enviroworks proposal). Therefore, an increase in material and installation equipment costs will be realized by the SFSWMA.



Mr. Randall Kippenbrock, P.E.

March 12, 2015

Page 3

A summary of the increase is presented below.

Item Description	Bid Price	Actual Price	Difference
Leachate Collection System – Pumps	\$77,840.00	\$78,417.00	+\$577.00

Project Change Order 2 Summary

Below is a summary of the contractor-requested change order 2 items for this project, which include the construction material items described in the sections above. It is the opinion of CDM Smith that these items have merit and the SFSWMA should accept the addition of \$9,259.49 (including NMGR) to the total Enviroworks LLC contract value for the completion of Cell 5B liner at the Caja del Rio Landfill.

Item No.	Item Description	Cost* (Incl. NMGR)	Additional Time
1	Material Quantity Change: Basalt (1,208 cy increase)	\$5,073.83	0
2	Material: Glass Cullet (328 cy increase)	\$3,593.14	0
3	Extend Motor Lead for Cell 6 Pump	\$592.52	0
4	Additional Project Time for Delivery/Installation of Leachate Pumps and Solar Panels	\$0.00	45 days
SUMMARY			
Original Contract Price / Time		\$997,532.78	75 days
Changes to Contract Price / Time (Change Order 1)		\$15,182.21	49 days
Changes to Contract Price / Time (Change Order 2)		\$9,259.49	45 days
Revised Contract Price / Time		\$1,021,974.48	169 days

*NMGR Calculated at 6.8750%.

CDM Smith appreciates the opportunity to work with the SFSWMA on the construction of Cell 5B at the Caja del Rio Landfill. If you have any questions regarding this summary, please contact me at (505) 243-3200.

Sincerely,

Kerrie L. Greenfelder, PE, BCEE
Project Manager
CDM Smith Inc.

Attachments

cc: Amy Baricevich, CDM Smith
File



CDM Smith Inc
Attn: Kerri Greenfelder
RE: Caja Del Rio Landfill Cell 5B Liner Construction
Change Order Request # 7



March 12, 2015

Proposal #150312

This is a change order request is for extension of # 6 motor and lower pumps 1 thru 5.

Splice kit and motor leads	\$ 377.00
Fusion machine rental	\$ 200.00
Labor	No Charge

Note:

The above price does not include sales tax.

Pricing is good for 30 days.

Approved: _____ **Date:** _____

Please feel free to contact us if you have any questions at 505-286-4891 or by email at bart@enviroworksforyou.com, or sean@enviroworksforyou.com.

EnviroWorks, LLC

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: lisa@enviroworksforyou.com

CDM Smith Inc
Attn: Kerri Greenfelder
RE: Caja Del Rio Landfill Cell 5B Liner Construction
Change Order Request # 8



March 12, 2015

Proposal #150312-2

This is a change order request for an increase in quantity on Basalt and Glass Cullet.

Basalt 1,208 CY @ \$3.93	\$ 4,747.44
Glass Cullet 328 CY @ \$ 10.25	\$ 3,362.00

Note:

The above price does not include sales tax.

Pricing is good for 30 days.

Approved: _____ Date: _____

Please feel free to contact us if you have any questions at 505-286-4891 or by email at bart@enviroworksforyou.com, or sean@enviroworksforyou.com.


EnviroWorks, LLC

PO Box 340 21 Main Street Suite 203, Edgewood, NM 87015 Phone: (505) 286-4891 Fax: (505) 286-4965

EIN: 85-0460740 CRS: 02-397513-00-0 License: 81818

E-mail: lisa@enviroworksforyou.com

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 13, 2015
Subject: Request for Approval to Discontinue the Bicycle Reuse Pilot Program with ChainBreaker Collective of Santa Fe, NM at the Buckman Road Recycling and Transfer Station.

BACKGROUND & SUMMARY:

In April, 2013, ChainBreaker Collective (ChainBreaker), a 501(c)(3) non-profit community bicycle shop, approached the Agency about forming a partnership to divert bicycles and bike parts to their bicycle reuse program rather than recycling them as scrap metal. On September 13, 2013, the Agency brought before the board a proposal to formalize a pilot program to occur at the Buckman Road Recycling and Transfer Station (BuRRT). The Board approved this pilot program for one (1) year and asked for an evaluation at the end of that period. A professional services agreement was presented and approved by the Board.

The original Bicycle Reuse Program had the Agency's operators diverting bikes to a specific location within BuRRT rather than putting them into the scrap metal bin. It was anticipated that representatives from ChainBreaker would come to BuRRT, inspect the bikes and then take those which could be reused as part of their programs. Any non-usable bikes or parts would be returned and recycled with the Agency's scrap metal.

During the year that this pilot program was in place, the representatives from ChainBreaker were only able to come out once and took approximately 8 bikes for reuse. The Agency continued to collect bikes for this pilot program and in April 2014 the Agency reached out to ChainBreaker to let them know there were a number of bikes available for them. After repeated communications and no response, the Agency recycled the bikes that had been accumulated.

A subsequent meeting with the Executive Director of ChainBreaker allowed the Agency to realize that the organization doesn't have the staff or capacity to service this contract on a regular basis. Similarly, the organization's demand for bikes ebbs and flows, which would not coincide with the production of bikes delivered to BuRRT for recycling.


In conclusion, this program cannot be fully realized by either participant. The Agency is recommending that the Board discontinue the Bicycle Reuse Pilot Program with ChainBreaker.

ACTION REQUESTED:

The Agency requests the Board discontinue the Bicycle Reuse Pilot Program with ChainBreaker Collective of Santa Fe, NM at BuRRT that was approved on September 13, 2013.

Exhibit 'B'

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 13, 2015
Subject: Request Approval of Change Order No. 1 to Purchase Aggregate for the Cell 5B Liner Construction Project Under the Construction Agreement with Del Hur Industries of Port Angeles, WA, in the Amount of \$25,500.00. (RFP No. '14/29/P).

BACKGROUND & SUMMARY:

On May 15, 2014, the Joint Powers Board approved RFP No. '14/29/P to Del Hur Industries of Port Angeles, WA, for the basalt rock crushing and sales operation for the Caja del Rio Landfill. The Construction Agreement states Del Hur will sell the Agency aggregate materials to be utilized for landfill projects (e.g., drainage layer material for liners, rock armor for final cover, and gravel for haul roads) at \$5.00 per ton.

On June 16, 2014, the Agency issued Request for Bids No. '14/43/B for the Cell 5B liner construction project at the landfill. The specifications and bid documents were prepared by CDM Smith Inc. The bid documents did not include the purchase of the drainage layer material.

On September 9, 2014, the Board approved the purchase of 40,000 tons of aggregate from Del Hur Industries at \$5.00 per ton for an amount of \$200,000.00

The Cell 5B liner construction project is substantially complete. The project required approximately 51,900 tons of drainage material, leaving a balance of 11,900 tons. Del Hur Industries has offered to exchange approximately 6,800 tons of No. 7 aggregate for large boulders exceeding 36" in diameter for which the Agency has little use, leaving a balance of 5,100 tons. For payment purposes to Del Hur Industries, the Agency requests to purchase 5,100 tons of material at \$5.00 per ton for an amount of \$25,500.00.

Funding is available in the Cell Development Reserve Fund Cash.

ACTION REQUESTED:

The Agency is requesting the Board approve Change Order No. 1 to purchase aggregate for the Cell 5B liner construction project under the construction agreement with Del Hur Industries in the amount of \$25,500.00.

The Agency also requests approval of a budget increase to 52510.572970 (WIP - Cell 5B Construction) from 5507.100700 (Cell Development Reserve Fund Cash) in the amount of \$25,500.00.

Attachments: Budget Adjustment Request
Del Hur Industries' Written Quote

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	SUBLEDGER / SUBSIDIARY	DR / (CR)	INCREASE	DECREASE
WIP Cell 5B Construction- Drainage -Expense	52510.572970		DR	25,500	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				TOTAL	\$ 25,500 \$ -

Bar to increase WIP-Cell Construction to purchase 5,100 tons of crushed basalt from Del Hur for the Cell 5B

Drainage Layer from Cell Development Reserve Fund Cash Balance (5507.10070)

		CITY COUNCIL APPROVAL			
Angelica Salazar	Date	City Council Approval Required	<input type="checkbox"/>	Budget Officer	Date
Division Director	Date	City Council Approval Date	<input type="text"/>	Finance Director	Date
Randall Kippenbrock, P.E. Executive Dire	Date	Agenda Item #:	2 <input type="text"/>	City Manager	Date

ATTACHMENT

Budget Adjustment Request

ATTACHMENT

Del Hur Industries' Written Quote

DELHUR INDUSTRIES, INC.
333 TUMWATER ACCESS ROAD
P.O. BOX 1116
PORT ANGELES, WA 98362
457-1133

Invoice 2149

Bill to: SANTA FE SOLID WASTE MANAGEMNT 149 WILDLIFE WAY SANTA FE, NM 87506	Job:
--	------


Invoice #: 2149	Date: 03/13/15	Customer P.O. #:
Payment Terms: DUE ON RECIEPT		Salesperson:
Customer Code: SANFES		

Remarks: FINAL OPERATIONS LAYER QUANTITIES

Quantity	Description	U/M	Unit Price	Extension
5,100.000	REMAINING OPERATIONS LAYER	TON	5.00	25,500.00
6,755.000	#7 AGGREGATE (NC)	TON	5.00	33,775.00
1,755.000	#7 AGGREGATE - NO CHARGE	TON	5.00	-33,775.00
			Subtotal:	25,500.00
			Total:	25,500.00

NOTE: No charge (NC) due to Delhur being allowed access to "County" rip rap pile for 36" plus rip rap.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: March 13, 2015
Subject: Request for Approval of Food Waste and Manure Delivered to the Composting Operation at the Caja del Rio Landfill as Special Consideration under Ordinance 2012-1, Section 5(B)(4).

BACKGROUND AND SUMMARY:

In conjunction Item VII (F) of the agenda, which is the request for approval of Services Agreement with Payne's Nursery and Greenhouses, Inc. (Payne's Nursery) for the composting operation, marketing, and sales at the Caja del Rio Landfill (RFP No. '15/23/P), the Agency is requesting from the Board for the Agency to waive the fee for food waste and manure delivered to the landfill as special consideration under Ordinance 2012-1, Section 5(B)(4). Section 5 (B)(4) allows for a contractual fee agreement for any materials in a quantity or condition that merit special consideration.

In November 2013, the City of Santa Fe began a food waste collection pilot program with Reunity Resources, a contractor, providing exclusive food waste collection for interested partners and the City providing compactor collection for certain businesses

As per the Solid Waste Assessment and Management Study, the Agency's consultant recommended that operating the composting facility at the landfill under a public-private partnership agreement was the most cost effective means of providing this service to the community.

Based on RFP No. '15/23/P, Agency staff negotiated a services agreement with Payne's Nursery for the composting operation at the landfill. As part of the agreement, Payne's Nursery will accept food waste at no fee from the City of Santa Fe's Environmental Services Division and Reunity Resources.

The Agency determined that processing (tip) fees, at this stage of the food waste pilot program would have a significant negative impact on the pilot program's continued growth. Similarly, the Agency determined that processing fees should not be charged under the services agreement with Payne's Nursery in order to encourage the growth of the food waste composting in the community.

The Agency estimates 1,000 tons of food waste may be collected by the City's Environmental Services Division and Reunity Resources and delivered to the landfill. After two years the Agency will evaluate the composting operation during the term of services agreement with Payne's Nursery to determine if a processing fee needs to be charged for food waste.

In addition, the Agency is asking the Board to allow loads of clean manure to be dropped off at the landfill at no charge. Manure is one of the ingredients in the composting process and as the composting operation expands, more manure will be required to balance the process. The current tip fee (\$20 per ton) for manure accepted at the Buckman Road Recycling and Transfer Station (BuRRT) will remain in place. Since the Agency transports all the material collected at BuRRT to the compost facility at the landfill, the tip fee should remain intact to cover those costs.

Research conducted by the Agency shows composting operations similar to Payne's Nursery charge \$6-\$10 per ton (\$3-\$5/cubic yard) for food waste delivered to their sites. Based on an analysis of the current rates in Santa Fe, adding a tip fee on top of the collection costs for food waste could curtail food waste recycling activities since it may cost more to divert this material.

ACTION REQUESTED:

The Agency requests the Board to waive the tip fee for food waste delivered by the City of Santa Fe Environmental Services Division and Reunity Resources to the Caja del Rio Landfill for the composting operation under Section 5 (B)(4) of the 2012-1 Fee Ordinance.

The Agency also requests Board to waive the tip fee for all manure delivered to the landfill for the composting operation under the Section 5 (B)(4) of the 2012-1 Fee Ordinance.

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MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: March 13, 2015
Subject: Request for Approval of Services Agreement with Payne's Nursery and Greenhouses, Inc. of Santa Fe, NM, for Composting Operation, Marketing, and Sales at the Caja del Rio Landfill for the Santa Fe Solid Waste Management Agency (RFP No. '15/23/P).

BACKGROUND AND SUMMARY:

On December 15, 2014, the Agency issued a Request for Proposals (RFP) No. '15/23/P for Composting Operation, Marketing and Sales at the Caja del Rio Landfill for the Solid Waste Management Agency. The RFP is a key recommendation resulting from the Comprehensive Solid Waste Assessment and Management Study performed by NewGen Strategies and Solutions/Louis Berger and Associates. The study indicated that the Agency should reactivate the existing compost site located at the Caja del Rio Landfill, but under a public private partnership (3P) agreement.

Four firms responded to the RFP on January 12, 2015, and are listed below:

Payne's Nursery and Greenhouses, Inc., Santa Fe, NM (Payne's Nursery)
Reunity Resources, Santa Fe, NM
Daniel Vance/Santa Fe Green Resource Recovery, Santa Fe, NM
Green Energy & Development, Inc., Winnebago, MN ~

The evaluation criteria consisted of specialized design and technical expertise (15%); technical project strategy (15%); capacity and capability (10%); financial stability (10%); past record of performance (10%); proximity to or familiarity with the Agency (5%); safety and regulatory compliance (5%); innovativeness (10%); economic proposal (20%). The selection committee reviewed the proposals and determined Payne's Nursery is the most qualified to provide the services listed in the request for proposals.

Agency staff entered into negotiations with Payne's Nursery for the project, and per attached Scope of Work in Exhibit A of the Services Agreement.

The primary economic proposal consists of Payne's Nursery paying the Agency \$4.00 per ton generated from the sale of mulch and finished compost products across the scales located at the landfill on a monthly basis.

As part of the composting operation, Payne's Nursery will accept food waste at no fee from the City of Santa Fe Environmental Services Division as well as Reunity Resources, a local 501-(c) 3 non-profit contracted with the City for a food waste collection pilot program to divert food

waste to a composting facility. Payne's Nursery will also use green waste accepted at the Buckman Road Recycling and Transfer Station (BuRRT).

The term of the Agreement is for one year or March 19, 2016. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon approval by the Board, not to exceed four years.

ACTION REQUESTED:

The Agency is requesting Board to approve Services Agreement with Payne's Nursery for composting operation, marketing, and sales at the Caja del Rio Landfill.

Attachments: Services Agreement with Payne's Nursery
RFP No. '15/23/P

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ATTACHMENT
Services Agreement with Payne's Nursery

SANTA FE SOLID WASTE MANAGEMENT AGENCY

SERVICES AGREEMENT

(Composting Operation, Marketing and Sales at the Caja del Rio Landfill - 2015)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Payne's Nursery & Greenhouses, Inc. (the "Contractor") to operate the Composting Facility at the Caja del Rio Landfill and to market the mulch and finished compost products for sale to prospective buyers (RFP No. '15/23/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 services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall compost green waste provided by the Agency, and other suitable materials (e.g., food waste, manure, wood products) at the Composting Facility located at the Caja del Rio Landfill. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents; to comply with all federal, state, and local law and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and to market and sell finished compost and other products to the schedule set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement. 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. Contractor shall pay to the Agency \$4.00 per ton from the sale of mulch and finished compost products across the scales located at the Caja del Rio Landfill on a monthly basis.

B. Contractor shall pay the Agency for reclaimed wastewater used by the Contractor at the Landfill at fifty (50) percent of the rate for potable water as set forth in the City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule (Chapter XXV SFCC 1987), plus administrative costs and applicable state taxes.

C. Contractor shall pay the Agency for the use of a trommel screen machine that is own by the Agency at the rate of \$100.00 per year.

D. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on value received by Contractor under this Agreement.

E. Compensation shall be paid in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.

F. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

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. Compensation shall be paid for all activities performed up to the date of notification under this Article and Article 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on March 19, 2016, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four (4) 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

A. The Agency may terminate this Agreement at any time and for any reason by giving thirty (30) days written notice to Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to make substantial progress towards the operation, marketing and sale of the mulch and finished compost products or Contractor's failure to correct a violation within the time frame stated by the regulatory agency. 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) Contractor shall make all payments due to the Agency pursuant to Article 3 of this Agreement within thirty (30) days of termination.

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

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

A. Contractor, its agents, and its employees are independent contractors performing 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 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. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency's request provided to Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, the Contractor shall not modify any policy or endorsement thereto which increases Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
---	-------------

Products/Completed Operation Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and property damage with a combined single limit of not less than \$1 million per accident. An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers'

Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

(5) Environmental Impairment Liability. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, an Environmental Impairment Liability policy. Such policy shall provide a limit of not less than \$1,000,000 per loss claim.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractors' insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this

Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the Agency with all Certificates of Insurance accompanied with all endorsements.

J. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of

the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

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. Lynn Payne
President and Chief Executive Officer
Payne's Nursery & Greenhouses, Inc.
715 St. Michael's Drive
Santa Fe, NM 87505

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

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

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Joseph M. Maestas
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City

Date:

CONTRACTOR:

Lynn Payne
President and Chief Executive Officer
Payne's Nursery & Greenhouses, Inc.

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A
Scope of Work

SCOPE OF WORK

The Santa Fe Solid Waste Management Agency (Agency) is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill (Landfill) located at 149 Wildlife Way, Santa Fe, New Mexico.

The Agency envisions the following goals as a result of this Agreement:

- Landfill's compost facility to be utilized to its fullest extent and capacity by accepting, processing, and marketing quantities of compost, mulch and soil amendment materials.
- A comprehensive composting operation in full compliance with all environmental and composting regulations.
- A practical and sustainable marketing and sales program for all the finished compost products.
- Diversion of a significant quantity of materials that otherwise would be disposed of at the Caja del Rio Landfill.

Contractor warrants that they have the expertise and the appropriate resources to perform the following Scope of Work required by the Agreement for the composting operation, marketing and sales at the Caja del Rio Landfill as described in RFP No. '15/23/P and per the project approach provided to the Agency in the Contractor's proposal dated January 12, 2015, and discussions with the Agency. The Scope of Work also includes the requirements set forth in the Landfill operating permit, which contains the Mulching and Composting Operations Plan.

Contractor shall furnish all labor, material, services, tools, equipment, and fixtures necessary to perform Scope of Work in the Agreement. Contractor shall have control over, and be solely responsible for, all means, methods and sequences for performing the Scope of Work.

Contractor agrees that the Landfill is first and foremost an operating Landfill and that any composting operations shall not have precedence over on-going Landfill operations. The Agency may disrupt composting operations at any time if, in the discretion of the Agency, the needs of the Landfill require it.

Contractor shall conduct the composting operation at the 11-acre compost facility sited at the Landfill. In general, the compost facility is located at the northeast corner of the Landfill and north of the Landfill's maintenance repair shop. The compost facility has five acres for active composting activities and six acres for curing and equipment storage. Any expansion of the compost facility must be approved by the Agency.

Contractor shall operate the composting operation in accordance with the Landfill's operating

permit and the nuisance abatement measures taken during normal operation. Contractor shall be responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans. Contractor shall also control odors throughout the composting process, no matter the type of material that is being composted (e.g., green waste, manure, food waste, etc.). Contractor shall minimize the risks of fires caused by spontaneous combustion during the composting process by monitoring moisture, temperature and pile size. Contractor shall be responsible for any costs related to fire mitigation and providing a fire safety plan to the Agency.

Contractor shall have a certified compost operator onsite at all times during the composting operation and delivery of food waste. Should certification(s) lapse, or should Contractor otherwise default on its obligations pursuant to this Agreement, such that the Agency is required to terminate this Agreement and take over the composting operations, or perform services that the Contractor agrees to perform pursuant to this Agreement, the Contractor shall compensate the Agency for reasonable costs and expenses incurred by the Agency.

Contractor shall update the Mulching and Composting Operations Plan listed in the Landfill operating permit (Appendix E of RFP '15/23/P) to match the Contractor's proposed composting operation, which in turn the Agency shall submit the updated plan to the New Mexico Environment Department (NMED). Upon approval from the NMED, Contractor shall commence the composting operation.

Contractor shall assist the Agency in developing an NMED approved closure plan for the composting operation, an estimate of the financial assurance to cover the costs of a third party performing the closure and the means to cover the costs (e.g., performance bond, etc.).

Contractor agrees to market and sell one or more 'recipes' of compost based on the delivered feed stock materials and the process methods that the Contractor uses to compost the feed stock materials (e.g., mulch, manure, food waste, wood and paper products).

Contractor agrees to use best efforts to market and sell the finished compost products at a rate that matches the market demand and no longer than eighteen (18) months after the commencement of the curing phase of each compost windrow or static pile. Marketing and sales are the sole responsibility of the Contractor.

Contractor shall test the compost material, at a minimum, for heat production, pH, moisture content, and other physical signs of active composting.

Contractor shall pay the Agency \$4.00 per ton for all mulch and finished compost products sold by the Contractor across the truck scales located at the Landfill on a monthly basis until all of the finished compost products have been sold. All mulch and finished compost products not sold by the Contractor upon the termination of this Agreement shall remain the property of the Agency. The Contractor shall have the opportunity to purchase any such remaining materials at the market rate and shall, if an agreement to purchase is reached, be given a reasonable time, not to exceed six months, to remove the materials from the premises.

Contractor agrees to sell the majority of the mulch and finished compost products for retail at one or more of its facilities to minimize vehicle traffic at the Landfill.

Contractor shall provide to the Agency the data necessary for the NMED annual report due in February each year. In addition, Contractor shall provide a quarterly status report to the Agency that will include information on the material coming into the facility and leaving, identify any known compliance issues, and associated mitigating measures necessary for facility compliance, etc. The details of this report will be agreed upon between both the Contractor and the Agency.

Contractor agrees that there is no potable water at the Landfill. The Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge Permit No. DP-1120. Contractor may use the reclaimed wastewater for its composting operation and dust control. If reclaimed wastewater is not available on site for the Contractor, then Contractor shall pay for transporting reclaimed wastewater to the composting facility for composting and dust control.

Contractor shall pay the Agency for its use of the reclaimed wastewater at fifty (50) percent of the rate for potable water as set forth in the City of Santa Fe Sanitary Sewer Rate, Fee and Penalty Schedule (Chapter XXV SFCC 1987), plus administrative costs and applicable state taxes.

Contractor may use potable water from outside sources for the composting operation at Contractor's own expense.

Contractor shall comply with the Landfill's storm water pollution prevention plan (SWPPP). In the event the Contractor introduces a new discharge not covered under the current SWPPP the Contractor will be responsible for filing a new Notice of Intent (NOI) and submitting a new SWPPP for the operation of the compost facility.

The Agency operates under a Title V air quality operating permit with the Environmental Protection Agency (EPA). Contractor shall operate machinery in compliance with the approved operating permit.

Contractor shall be responsible for being in compliance with the New Mexico Department of Agriculture (NMDA) requirements regarding the sale of a soil amendment, such as compost.

Contractor shall be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), NMDA, or other regulatory agencies as they relate to the composting operation. In the event that the violations are not corrected in a timely manner, the Agency has the right to terminate the Agreement with the Contractor for the use and operation of the composting facility.

Contractor shall be required to comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration.

Contractor shall abide by the rules and regulations related to maximum vehicle weights as no loaded vehicles will be permitted to leave Agency property in excess of these limits.

The Landfill's operating hours are Monday through Saturday, 7:00 a.m. to 5:00 p.m. Contractor shall perform the composting operation during the stated operational hours. Contractor may request to operate outside of these hours with prior written authorization by the Agency. Contractor shall provide a plan for handling small vehicle traffic at the Landfill for approval by the Agency to ensure compliance with the current Landfill operating plan.

Contractor shall accept deliveries of feed stock materials (e.g., mulch, manure, food waste, wood and paper products) between the hours of 8:00 a.m. and 4:00 p.m. Monday through Friday. Contractor may request to operate outside of these hours with prior written authorization by the Agency. Contractor agrees not to operate the composting operation during inclement weather (e.g., high wind conditions).

Contractor and its customers shall adhere to the posted speed limits at all times included the following: 45 miles per hour (mph) on Caja del Rio Road, 35 mph on Wildlife Way before the first gate to the Landfill, 30 mph on Wildlife Way between the first and second gates to the Landfill and 25 mph inside the second gate on the paved and unpaved access roads inside the Landfill.

Contractor shall be responsible for maintaining all necessary registrations, permits, licenses and insurances to fulfill the Scope of Work in this Agreement. The registrations, permits, licenses and insurances shall be subject to inspection by the Agency. Contractor shall promptly notify the Agency of any non-compliance.

Contractor shall be responsible for maintaining proper work, safety, and environmental protection standards. Contractor agrees to hold the Agency harmless for all fines and penalties from federal, state or local agencies. Contractor shall be responsible for paying all fines, penalties, and judgements levied by these government agencies resulting from activities under this Agreement.

Contractor shall not subcontract any portion of the Scope of Work to be performed under this Agreement without written approval from the Agency.

The Agency owns a 2003 Duratech Tromax 7216 trommel screen (Serial no. 30-6-FI-0111) with 115 machine hours of use. The Contractor may use the trommel screen for a rate of \$100.00 per year. The Contractor shall maintain and repair the trommel machine. The trommel machine shall be utilized only at the Landfill.

The Agency shall act as scale master for all loads of incoming feed stock materials delivered and outgoing finished compost products removed from the Landfill. As such, the Agency retains the right to enforce weight limits as described in this Scope of Work. The Agency's scale house shall also serve as the scale of record to determine the weight of finished compost products removed from the Landfill and subsequent payments potentially due to the Agency. The Agency can

provide “double prints” of the scale tickets for the Contractor to use for billing purposes. All monetary transactions will be handled directly with the Contractor.

The Agency shall be responsible for grinding green waste into mulch at the Buckman Road Recycling and Transfer Station (BuRRT). Green waste includes, but is not limited to, cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials. The mulch may contain residues of paper, plastics and metal.

The Agency may sell approximately 7,000 cubic yards of mulch a year to customers on a first come, first serve basis (e.g., the City of Santa Fe Wastewater Treatment Plant, Santa Fe residents, etc.). Contractor shall be responsible for composting the remaining mulch not sold to customers, which will vary from year to year. The Agency anticipates between 20,000 and 25,000 cubic yards of mulch to be available to the Contractor annually with no minimum guarantee to the Contractor. In the event the Agency has no mulch available, the Contractor may supplement the composting operation with other feed stock materials upon approval by the Agency.

The Agency shall be responsible for transporting mulch from the BuRRT facility to the compost facility at the Landfill.

The Agency may add the following materials to the green waste mulching program in effort to increase diversion from the Landfill:

- Food Waste
- Stumps/Trunks
- Pallets
- Untreated Dimensional Lumber

The Agency shall accept food waste and manure from customers approved by the Agency at the Landfill at no charge. Contractor may request that customers pay a processing fee for food waste and manure prior to the third year of this Agreement, which is subject to Agency approval.

The Agency employs a security company to patrol the Landfill during closed hours to prevent trespassing, destruction of property, and to monitor the premises for unusual activity (e.g., fires). The Agency may notify the Contractor of any unusual activity related to the composting operation.

ATTACHMENT

RFP No. '15/23/P

CITY OF SANTA FE

for

SANTA FE SOLID WASTE MANAGEMENT AGENCY

“REQUEST FOR PROPOSALS”

**COMPOSTING OPERATION, MARKETING AND SALES
AT THE
CAJA DEL RIO LANDFILL
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

RFP NO. '15/23/P

PROPOSAL DUE:

**JANUARY 12, 2015
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. '15/23/P

Competitive sealed 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 Monday, January 12, 2015**. Any proposal received after this deadline will not be considered. This proposal is for the purpose of procuring services for the following:

COMPOSTING OPERATION, MARKETING AND SALES AT THE CAJA DEL RIO LANDFILL FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

A **mandatory** pre-proposal meeting will be held at 10:00 a.m. MDT, December 23, 2014, at the Nancy Rodriguez Community Center in the Traditional Village of Agua Fria, 1. Prairie Dog Loop, Santa Fe, NM. Failure of an Offeror to be present for the entire meeting shall render the Offeror to be deemed nonresponsive and their proposal shall not be considered. It is the Offeror's responsibility to determine who attends and represents the Offeror or related firm. One person cannot represent more than one Offeror.

Representatives of the Santa Fe Solid Waste Management Agency ("the Agency") will be available at the pre-proposal meeting to answer questions to the extent possible and explain the intent of this RFP. The Agency may prepare a written addendum in response to questions raised at the meeting to all prospective Offerors who were in attendance at the meeting. It is the sole responsibility of each Offeror to verify that he/she has received all addendums issued before delivering their proposal to the Purchasing Office. Acknowledgement of Addendums shall be submitted with any proposal.

Offerors may participate in an optional tour of the composting facility on December 23, 2014, after the pre-proposal meeting. The site tour will begin 1:00 p.m. MDT at the Caja del Rio Landfill Administration Building at 149 Wildlife Way, Santa Fe, NM.

The RFP process will result in the selection of the best qualified and competent Offeror most suitable to the needs of the Agency.

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 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 ninety (90) 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 Randall Kippenbrock, P.E., Santa Fe Solid Waste Management Agency, 149 Wildlife Way, Santa Fe, NM 87506. Telephone number is (505) 424-1850, ext. 100. The RFP is available at <http://www.santafenm.gov/bids.aspx>.

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican Newspaper on: December 8, 2014

To be published on: December 12, 2014

Received by the Albuquerque Journal Newspaper on: December 8, 2014

To be published on: December 12, 2014

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	December 12, 2014
2. Issuance of RFP	December 12, 2014
3. Mandatory Pre-Proposal Meeting	December 23, 2014 at 10:00 a.m. Local Prevailing Time
4. Optional Site Tour	December 23, 2014 at 1:00 p.m. Local Prevailing Time
5. Acknowledgement of Receipt	December 23, 2014
6. Deadline to Submit Additional Questions	January 5, 2015 at 2:00 p.m. Local Prevailing Time
7. Response to Written Questions and any RFP Addendum	January 7, 2015
8. Receipt of Proposals	January 12, 2015 at 2:00 p.m. Local Prevailing Time City of Santa Fe Purchasing Office 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505
9. Evaluation of Proposals	January 16, 2015
10. Interviews	January 23, 2015
11. Selection	January 23, 2015
12. Negotiations	January 26, 2015
13. Recommendation of Award to Joint Powers Board	February 19, 2015

INFORMATION FOR OFFERORS

1. RECEIPT OF PROPOSALS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites Offerors to submit one original and six (6) copies of their proposal. Proposals will be received by the Purchasing Office, until 2:00 p.m. local prevailing time, January 12, 2015.

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: RFP No. '15/23/P

Title of the proposal: COMPOSTING OPERATION, MARKETING AND SALES
AT THE CAJA DEL RIO LANDFILL FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

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 project 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. ACKNOWLEDGEMENT OF RECEIPT

Potential Offerors should hand deliver or return by facsimile or by registered or certified mail the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document (See Appendix A) to have their firm placed on the procurement distribution list. The form should be signed by an authorized representative of the

organization, dated and returned by close of business on December 23, 2014.

The procurement distribution list will be used for the distribution of written responses to questions and any RFP amendments.

Failure to return this form shall constitute a presumption of receipt and rejection of the RFP, and the potential Offerors firm name shall not appear on the distribution list.

4. 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.

5. 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.

6. 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) business days prior to the date set for the receiving of proposals or January 5, 2015.

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 business days prior to the date fixed for the receipt of the proposals or January 7, 2015. 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 issued prior to the submittal deadline for the RFP shall become part of the RFP.

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.

7. 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.

8. 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.

9. PROPOSAL EVALUATION

After the Evaluation Committee completes its review of proposals, the committee may interview up to three highest rated Offerors, or may forgo the interviews and select one Offeror, or recommend to the Agency to reject any or all proposals.

At its discretion the Agency reserves the right to alter the membership or size of the Evaluation Committee. The Agency also reserves the right to change the number of firms interviewed.

10. 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.

11. CONTRACT AWARD

The Agency anticipates awarding the contract during the regular scheduled Joint Powers Board meeting on February 19, 2015; 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.

12. 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).

13. 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) calendar 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.

14. 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.

15. AGENCY RIGHTS

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

16. 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.

17. 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.

18. 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.

19. COMPLIANCE WITH SANTA FE COUNTY'S MINIMUM WAGE RATE ORDINANCE (LIVING WAGE ORDINANCE)

An Ordinance establishing a living wage in Santa Fe County can be found on the County's website at <http://www.santafecountynm.gov/documents/ordinances/Ordinance2014-1.pdf>. The Offeror's proposal will be required to comply with the ordinance to the extent applicable. The selected 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.

20. PREFERENCES IN PROCUREMENT

- A. New Mexico In-State Preference: To receive a resident business preference pursuant to Section 13-1-21 NMSA 1978 a business shall submit with its proposal a copy of a valid resident business certificate issued by the NM Department of Taxation and Revenue.

If an Offeror submits with its proposal a copy of a valid and current in-state resident business certificate, 5% of the total weight of all evaluation factors used in the evaluation of proposals may be awarded.

Certification by the NM Department of Taxation and Revenue for the resident business takes into consideration such activities as the business or contractor's payment of property taxes or rent in the state.

or

- B. New Mexico Resident Veteran Business Preference: New Mexico law, Section 13-1-22 NMSA 1978, provides a preference in the award of a public works contract for a "resident veteran business". Certification by the NM Department of Taxation and Revenue for the resident veteran business requires the Offeror to provide evidence of annual revenue and other evidence of veteran status.

An Offeror who wants the veteran business preference to be applied to its proposal is required to submit with its proposal the certification from the NM Department of Taxation and Revenue and the sworn affidavit attached hereto as Appendix C.

If an Offeror submits with its proposal a copy of a valid and current veteran resident business certificate, 7%, 8%, or 10% of the total weight of all the evaluation factors used in the evaluation of proposal may be awarded.

The resident business preference is not cumulative with the resident veteran business preference.

- C. Local preference: An Offeror who submits to the Agency a valid Local Preference Certification Form, pursuant to the City of Santa Fe Purchasing Manual, or a Santa Fe County Preference Certificate, issued by Santa Fe County, shall receive a 5% preference as set forth in Santa Fe County Ordinance No. 2012-4. The local preference applies only to offers received when the Agency procures services through a competitive sealed proposal process. An Offeror is eligible for the local preference in addition to either the in-state preference or the resident veteran preference.

DEFINITIONS AND TERMS

1. **Addendum:** means 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. **BuRRT:** means the Buckman Road Recycling and Transfer Station.
4. **Certified Compost Operator:** means the New Mexico Solid Waste Rules (SWR), 20.9.7 NMAC which all contractors must be certified prior to establishing operations and maintain certification throughout the term listed in this RFP.
5. **City:** means the City of Santa Fe.
6. **Composting:** means the natural, organic decomposition of green waste, food waste, manure and other materials into a soil amendment.
7. **Compost Facility:** means an area at the Caja del Rio Landfill that has been designated and registered with NMED to receive green waste, food waste and other materials for composting under New Mexico Solid Waste Rules (SWR), 20.9.3.27 NMAC.
8. **Contractor:** means the successful Offeror who enters into a binding contract/agreement.
9. **Contract/Agreement:** means a written professional services agreement for the procurement of items of tangible personal property or services.
10. **Determination:** means a 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).
11. **Evaluation Committee:** means a body appointed by the Agency to perform the evaluation of proposals.
12. **Finalist:** means 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.
13. **Food Waste:** means pre and post-consumer materials that are generated as a result of food preparation including vegetable materials, meats, fats, greases, bones, cooked, uncooked and raw as well as other fiber materials that might accompany this material (e.g., napkins, coffee filters, cardboard, etc.).
14. **Green Waste:** means vegetative organic matter resulting from landscaping, land maintenance and agricultural operations. Green waste includes, but is not limited to,

cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials.

15. **Joint Powers Board (JPB):** means the governing body for the Santa Fe Solid Waste Management Agency that operates the Caja del Rio Landfill.
16. **Landfill:** means the Caja del Rio Landfill.
17. **NOV:** means a Notice of Violation which might be issued by a regulatory authority (e.g., NMED, EPA, etc.) for a violation of State or Federal Rules or Statutes with regard to the composting operations.
18. **Offeror:** means any person, corporation, or partnership legally licensed to provide services in New Mexico who submits a proposal in response to this Request for Proposals.
19. **Purchasing Office:** means the City of Santa Fe Purchasing Office.
20. **Purchasing Officer:** means the person or designee authorized by the Agency to manage or administer a procurement requiring the evaluation of proposals.
21. **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).
22. **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).
23. **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).
24. **Royalty:** means payments received as a result of sale of materials.
25. 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.
26. 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 Offeror'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 to 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.

BACKGROUND

1. INTRODUCTION

The Santa Fe Solid Waste Management Agency (Agency) is requesting proposals from qualified contractors to operate its composting facility located at the Caja del Rio Landfill (Landfill) and to market the finished compost and mulch products for sale to prospective buyers.

The Agency visions the following goals that will result from this RFP:

- Enable the Caja del Rio Landfill's compost facility to be utilized to its fullest extent and capacity by accepting, processing, and marketing quantities of compost, mulch and soil amendment materials.
- Run a comprehensive composting operation in full compliance with all environmental and composting regulations.
- Create a practical and sustainable marketing and sales program for all the finished products.
- Expand and accept additional recovered materials such as food waste, pallets, and dimensional lumber as an effort to divert more materials from the landfill.

The Agency is a public entity that is jointly governed by the City of Santa Fe and Santa Fe County under the terms of the New Mexico Joint Powers Agreements Act. The Agreement delegated the Agency the power to plan for, operate, construct, maintain, repair, replace or expand the Caja del Rio Landfill located at 149 Wildlife Way, Santa Fe, New Mexico. The Agency operates the Landfill under the New Mexico Environmental Department (NMED) solid waste permit number SWM-261708. The 20-year permit was issued on June 27, 1995, with an expiration date of June 27, 2015. The Agency anticipates a permit renewal for the Landfill by Fall 2015.

The Agency is a self-sustaining enterprise fund which relies solely on solid waste user fees and revenues from the sale of recyclable materials to fund its operations. Based on the results of a recent solid waste assessment and management study and subsequent research by the Agency, it was determined that a more cost effective strategy for the Agency is to outsource the composting operation to a third party. In recent years the composting operation has been underutilized and based on the same study results it will be an asset to the Agency to enter into a public-private partnership to manage the operation.

This facility is currently registered with NMED and included as part of the Caja del Rio Landfill Operating Permit which contains the Mulching and Composting Operations Plan (Appendix E). Additional information on the proposed operation by the Contractor will need to be included as part of this plan and approved by NMED prior to operating the composting facility under the public-private partnership.

Currently the Agency collects approximately 8,000 tons of green waste each year which includes, but is not limited to, cuttings and trimmings from trees, shrubs, or lawns and similar materials. Green waste does not include rock, dirt, metal, plastic, paper or any type of construction and demolition materials. However, the mulch may contain residues of paper, plastics and metal.

Since 2006 the Agency has been mulching green waste as part of its operations at the Buckman Road Recycling and Transfer Station (BuRRT). The Agency is evaluating whether to add the following materials to the green waste mulching program in effort to increase diversion:

- Stumps/Trunks
- Pallets
- Untreated Dimensional Lumber

2. OBJECTIVE

The objective of this RFP is for Offerors to develop a composting operation and marketing/sales plan that will convert a waste material into a valued material through composting of green waste, manure, and other suitable organic materials (e.g., food waste, pallets, dimensional lumber, etc.).

Furthermore, the Agency is seeking innovative responses that demonstrate how the Offeror's plan will be:

- Cost effective
- Time efficient
- Environmentally responsible - Offeror shall be solely responsible for all regulatory liability related to the composting operation
- Cognizant of limiting impacts related to noise, air-quality and traffic
- Cognizant of the Agency's need to limit its cost to the lowest practical extent

3. SITE DETAILS

The Agency currently operates a compost facility of approximately 11 acres of which approximately 5 acres is use for active composting activities and 6 acres for curing and equipment storage (Appendix F). Currently, the facility has between 11,000 and 12,000 cubic yards of compostable material. The compost facility is located in the far northeast corner of the landfill and immediately north of the maintenance building.

The Agency owns a trommel screen with 60 machine hours of use. It is available to the successful Contractor provided the Contractor maintains and repairs the machine. The terms of this agreement would be negotiated.

The Agency emphasizes to all Offerors that the site is first and foremost an operating landfill and that proposed composting operation shall not have precedence over on-going landfill operations. All Offerors are hereby informed that some existing infrastructure (i.e., roads, scales, utilities etc.) may not be available for their use on a predictable basis. It is preferred that a self-contained operation be proposed; however, there may be some facilities and equipment that may be made

available at the site. This subject will be a topic of discussion during the pre-proposal meeting on December 23, 2014 with qualified Offerors. Prevention of traffic congestion will be of primary concern.

The Agency will act as scale master for all loads of incoming materials delivered and outgoing finished products removed from the Landfill. As such, the Agency retains the right to enforce weight limits as described in paragraph five (5) of this section. The Agency's scale house will also serve as the scale of record to determine the weight of finished products removed from the Landfill and subsequent royalty payments potentially due to the Agency. An indirect cost may be incorporated into the service agreement for the use of the scales. The Agency can provide "double prints" of the tickets for the Contractor to use for billing purposes. All monetary transactions will be handled directly with the Contractor.

A thorough site familiarization by qualified Offerors will be essential in preparation of their responses to this RFP. Efforts in this regard will be a required part of RFP responses.

4. COMPLIANCE WITH EXISTING PERMITS AND PLANS

The Contractor will be required to operate under the current Caja del Rio Landfill Operating Permit (Permit). Offerors should note that changes to the Permit (e.g., revised Mulching and Composting Operations Plan) will be the sole responsibility of the Contractor.

The compost facility, as with any permitted or registered facility in New Mexico, is under the inspection purview of the NMED Solid Waste Bureau. In the event of a Notice of Violation (NOV) it will be the responsibility of the Contractor to address and correct any concerns indicated by the NOV. In the event that these issues are not corrected in a timely manner, the Agency has the right to terminate the contract with the Contractor for the use and operation of the composting facility.

The Agency operates under a Stormwater Pollution Prevention Plan (SWPPP) for the Landfill. The Contractor shall comply with the current SWPPP. In the event the Contractor introduces a new discharge not covered under the current SWPPP the Contractor will be responsible for filing a new Notice of Intent (NOI) and submitting a new SWPPP for the operation of the compost facility.

The Agency operates under a Title V air quality operating permit with Environmental Protection Agency (EPA). The Contractor will operate machinery in compliance with the approved operating permit.

The Contractor shall provide the Agency an NMED approved closure plan for the composting operation, an estimate of the financial assurance to cover the costs of a third party performing the closure and the means to cover the costs (e.g., performance bond, etc.).

The Contractor shall be responsible for being in compliance with the New Mexico Department of Agriculture (NMDA) requirements regarding the sale of a soil amendment, such as compost.

The Contractor shall be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), NMDA, or other regulatory agencies as they relate to the composting operation.

5. COMPLIANCE WITH FMCSA & DOT RULES

The Contractor will be required to comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Particular attention to the rules and regulations related to maximum vehicle weights will be required as no loaded vehicles will be permitted to leave Agency property in excess of these limits.

6. ADDITIONAL INFORMATION

The Landfill's operating hours are Monday through Saturday, 7:00 a.m. to 5:00 p.m. The Contractor shall perform the composting operation during the stated operational hours. Contractor may request to operate outside of these hours with prior written authorization by the Agency. The average vehicle count at the Landfill Monday through Friday is approximately 125 vehicles per day. The average vehicle count on Saturdays is approximately 20 vehicles. The Contractor shall provide a plan for handling small vehicle traffic at the Landfill for approval by the Agency to ensure compliance with the current operating plan.

There is no potable water on site at the Landfill. Currently, the Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. If reclaimed wastewater is not available on site for the Contractor, then the Contractor will be responsible for transporting reclaimed wastewater or potable water to the compost facility for operation or dust control. The Agency will be responsible for the cost of reclaimed water used for the composting operation at the Landfill, when available.

The Agency grinds green waste into mulch at the Buckman Road Recycling and Transfer Station (BuRRT). The Agency sells 7,000 cubic yards of mulch a year to customers on a first come, first serve basis (e.g., the City of Santa Fe Wastewater Treatment Plant, Santa Fe residents, etc.). The Contractor shall be responsible for composting the remaining mulch not sold to customers. The quantity of mulch varies from year to year. Although there is no minimum guarantee of mulch available for composting, the Agency anticipates between 20,000 and 25,000 cubic yards of mulch to be available to the Contractor annually. In the event the Agency has no mulch available, the Contractor may supplement the composting operation with other materials upon approval with the Agency. All finished compost/mulch/soil amendment products are property of the Agency until the Contractor sells the products when it leaves the Landfill via the scales.

The compost material shall, at a minimum, be tested for heat production, pH, moisture content, and other physical signs of active composting.

The Agency will require that the Contractor have a certified compost operator onsite at all times. Should certification(s) lapse and the Agency take over operation, the Agency will be duly compensated as part of the financial assurance (e.g., insurance) provided by the Contractor.

The Contractor shall provide the data necessary for the NMED annual report due in February each year. In addition, the Contractor shall provide a quarterly status report to the Agency that will include information on the material coming into the facility and leaving, identify any known compliance issues, and associated mitigating measures necessary for facility compliance, etc. The details of this report will be agreed upon between both the Contractor and the Agency.

Compost shall be produced at a rate that matches market demand and will not remain at the composting facility for longer than one year. Marketing and sales are the sole responsibility of the Contractor.

The composting operation shall be operated in accordance with the Caja del Rio's operating permit and the nuisance abatement measures taken during normal operation. The Contractor is responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans. Odors shall also be controlled throughout the composting process, no matter the type of material is being composted (e.g., green waste, manure, food waste, etc.). The risks of fires caused by spontaneous combustion during the composting process shall be minimized by monitoring moisture, temperature and pile size. Contractor shall be responsible for any costs related to fire mitigation and providing a fire safety plan to the Agency.

The Agency employs a security company to patrol the Landfill during closed hours to prevent trespassing, destruction of property, and to monitor the premises for unusual activity (e.g., fires).

SCOPE OF SERVICES

The following scope of work tasks are not intended to be all-inclusive or to be interpreted as the final scope of work. The subject items are intended as a guideline for Offerors and to provide a general format for their responses.

- Contract finalization
- Contract administration
- Permitting – composting, air quality, stormwater
- Other site requirements (e.g., traffic, noise, dust)
- Safety compliance - OSHA, etc.
- Copies of all correspondence
- Site preparation – utilities, storm water containment
- Haul roads – all weather – routes to be sited and approved by the Agency
- Optional – water supply points and retention basins for processing use
- Processing equipment mobilization – all hauling permits, if required
- Start-up – trial operation
- Initial testing of compost material
- Composting operation
- QA/QC program
- Material marketing and sales
- Reporting – daily safety meetings and accident report, NOV's and mitigation actions:
 - Transportation
 - Daily production logs
 - Scale receipts
 - Pricing schedules (list all products sold)
 - Record of sales (industry or county usage)
 - Environmental reporting (recording weather station data download)
 - Air
 - Stormwater

The above referenced specifications are not intended to be all-inclusive. The final Scope of Services will be based on the Offeror's proposal and established during contract negotiations with the awarded Offeror.

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 January 12, 2015. 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) General Information
- 3) Technical Experience
- 4) Technical Project Strategy
- 5) Capacity and Capability to Perform the Work
- 6) Past Record of Performance
- 7) Proximity or Familiarity with the Agency
- 8) Financial Stability
- 9) Safety and Regulatory Compliance
- 10) Innovativeness
- 11) Economic Proposal
- 12) Other Supporting or Resource Material.

Within each section of their proposal, Offerors should address the items in the order in which they appear in this RFP. All forms provided in the 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.

Additional proposal contents:

- Firm identification and transmittal letter from Offeror with authorized signature. Include firm name and address; name and telephone number of contact person.
- Acknowledge receipt of any and all amendments to this RFP.
- Provide the following for each sub-consultant (if needed):
 - Name, address, and telephone number.
 - State the qualifications.
 - Describe the role of the sub-consultant in the project.

- The technical approach section includes a summary of the proposed approach to this project, and the advantages/disadvantages of the approach. Also, discuss any important issues the Offeror has identified after the review of the scope of services provided within this RFP.
- Copy of City of Santa Fe Business License.
- Copy of State of New Mexico CRS Tax Identification Number.
- Summary of insurance/liability coverage in the following amounts:
 - \$1,000,000.00 Professional Liability Coverage
 - \$1,000,000.00 Commercial General Liability Coverage
 - \$1,000,000.00 Bodily Injury and Property Damage
 - \$1,000,000.00 Automotive Liability Coverage
 - \$1,000,000.00 Environmental Impairment Liability Insurance
- Campaign Contribution Disclosure Form (Appendix B)

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

RFP No. '15/23/P

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.

EVALUATION CRITERIA	POINTS AVAILABLE
1. Technical Experience	150
2. Technical Project Strategy	150
3. Capacity and Capability	100
4. Financial Stability	100
5. Past Record of Performance	100
6. Proximity to or Familiarity with the Agency	50
7. Safety and Regulatory Compliance	50
8. Innovativeness	100
9. Economic Proposal	200
Total Maximum Allowable Points	1,000

NARRATIVE DESCRIPTION OF EVALUATION CRITERIA

Points will be awarded on the basis of the following evaluation criteria:

1. Technical Experience - Provide information about the Offeror's specific technical experience with similar composting operations that demonstrate competence to successfully perform the type of services required. This section should include details related to composting operation, marketing and sales of finished compost and mulch materials.
2. Technical Project Strategy - Describe the Offeror's strategy to achieve finished compost and mulch materials in a timely manner, marketing and sales. Provide timelines using milestones including permitting, mobilization, start-up, composting operation, marketing and sales.
3. Capacity and Capability - Provide information about the Offeror that demonstrates the ability to provide sufficient resources and equipment to perform the services proposed.
4. Financial Stability - Demonstrate the Offeror's financial capacity to mobilize and maintain the resources and equipment being proposed.

5. Past Record of Performance - Demonstrate through contracts and other agreements with government agencies or private industries. Provide a minimum of one composting operation where the Offeror provided services similar to those being proposed, listing the project title, owner point of contact, and telephone number.
6. Proximity to or Familiarity with the Agency - Demonstrate the Offeror's familiarity with the Agency, the Caja del Río Landfill and the related site condition of the composting facility and describe any issues or problems that may arise that could affect the work.
7. Safety and Regulatory Compliance - Demonstrate three (3) years of the Offeror's compliance history with relevant regulatory authorities. Describe any past violations and the Offeror's ability to take corrective measures. Describe Offeror's workplace health and safety programs and protocols.
8. Innovativeness of the Proposal - Describe in detail the innovativeness of the proposal relevant to providing for the Offeror's ability to limit impacts related to odor, vectors, fire, views and traffic.
9. Economic Proposal - Describe in detail the Offeror's approach to providing the maximum financial benefit to the Agency, including, but not limited to, royalty payments.

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. '15/23/P

Evaluation Points:

Criteria	Weighted Value	Evaluation Pts. 0-1-2-3-4-5 6-7-8-9-10	Total	Max Score
Technical Experience	15%	_____	_____	150
Technical Project Strategy	15%	_____	_____	150
Capacity & Capability	10%	_____	_____	100
Financial Stability	10%	_____	_____	100
Record of Performance	10%	_____	_____	100
Proximity to or Familiarity with Site Location	5%	_____	_____	50
Safety & Regulatory Compliance	5%	_____	_____	50
Innovativeness	10%	_____	_____	100
Economic Proposal	20%	_____	_____	200
Total			=====	1,000

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

Acknowledgement of Receipt Form

ACKNOWLEDGEMENT OF RECEIPT FORM

for

RFP No. '15/23/P

**COMPOSTING OPERATION, MARKETING AND SALES
AT THE
CAJA DEL RIO LANDFILL
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY**

In acknowledgement of receipt of this Request for Proposal the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with Appendix F.

The acknowledgement of receipt should be signed and returned to the Purchasing Officer no later than the close of business on December 23, 2014. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the Agency's written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm does/does not (circle one) intend to respond to this Request for Proposals.

City of Santa Fe Purchasing Office
2651 Siringo Road, Building "H"
Santa Fe, NM 87505

APPENDIX B

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 Patty Bushee, Signe Lindell, and Joseph Maestas; Santa Fe County Commissioners Robert Anaya, Miguel Chavez, and Kathy Holian.

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

Title (position)

APPENDIX C
Resident Veterans Preference Certification

RESIDENT VETERANS PREFERENCE CERTIFICATION

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

Please check one box only:

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

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

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

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

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

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

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

(Signature of Business Representative)*

(Date)

*Must be an authorized signatory of the Business.

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

SIGNED AND SEALED THIS _____ DAY OF _____, 2015.

NOTARY PUBLIC

My Commission Expires:

APPENDIX D
Sample Service Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

SERVICES AGREEMENT

(Compost Processing Operation - 2015)

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and _____ (the "Contractor") to operate the Composting Facility at the Caja del Rio Landfill and to market the finished compost and mulch products for sale to prospective buyers, as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall compost green waste provided by the Agency, and other suitable materials (e.g., food waste) at the Composting Facility located at the Caja del Rio Landfill. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents; to comply with all federal, state, and local law and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities; and to market and sell finished compost and other products to the schedule set forth in Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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. Contractor shall pay a royalty to the Agency [an amount derived from RFP No. '15/23/P and negotiations] from the sale of the finished compost and mulch products across the scales located at the Caja del Rio Landfill.
- B. Contractor shall be responsible for payment of gross receipts taxes levied by the State of New Mexico, if any, on value received by Contractor under this Agreement.
- C. Compensation shall be paid in accordance with the fee schedule set forth in the Scope of Work hereto attached in Exhibit A.
- D. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement.

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. Compensation shall be paid for all activities performed up to the date of notification under this Section and 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 _____, 2015, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four (4) 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

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

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

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

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

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any

excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

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

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.

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 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. The Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon Agency's request provided to Agency, insurance certificates

reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and the Contractor shall submit, copies of any policy upon reasonable request by Agency; (b) obtained Agency approval of each company or companies as required below; and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage required herein. Maintenance of specified insurance coverage is a material element of this Agreement and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of Agreement by Agency. Further, the Contractor shall not modify any policy or endorsement thereto which increases Agency's exposure to loss for the duration of this Agreement.

B. Types of Insurance. At all times during the term of this Agreement, the Contractor shall maintain insurance coverage as follows:

(1) Commercial General Liability (CGL) Insurance must be written on an ISO Occurrence form or an equivalent form providing coverage at least as broad which shall cover liability arising from bodily injury, personal injury or property damage providing the following minimum limits of liability.

General Annual Aggregate (other than Products/Completed Operation)	\$1,000,000
Products/Completed Operation Aggregate Limit	\$1,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

(2) Automobile Liability. For all of the Contractor's automobiles including owned, hired and non-owned automobiles, the Contractor shall keep in full force and effect, automobile liability insurance providing coverage at least as broad for bodily injury and

property damage with a combined single limit of not less than \$1 million per accident.

An insurance certificate shall be submitted to Agency that reflects coverage for any automobile.

(3) Professional Liability. For the Contractor and all of the Contractor's employees who are to perform professional services under this Agreement, the Contractor shall keep in full force and effect, Professional Liability insurance for any professional acts, errors or omissions. Such policy shall provide a limit of not less than \$1,000,000 per claim and \$1,000,000 annual aggregate. The Contractor shall ensure both that: (1) the policy retroactive date is on or before the date of commencement of the first work performed under this Agreement; and (2) the policy will be maintained in force for a period of three years after substantial completion of the project or termination of this Agreement whichever occurs last. If professional services rendered under this Agreement include work relating to environmental or pollution hazards, the Contractors policy shall not contain exclusions for those activities.

(4) Workers' Compensation. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, a Workers' Compensation policy & Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

Bodily Injury by Accident	\$1,000,000	Each Accident
Bodily Injury by Disease	\$1,000,000	Each Employee
Bodily Injury by Disease	\$1,000,000	Policy Limit

The Contractor shall provide an endorsement that the insurer waives the right of subrogation against Agency and its respective officials, officers, employees, agents, volunteers and representatives.

(5) Environmental Impairment Liability. For all of the Contractor's employees who are subject to this Agreement and to the extent required by any applicable state or federal law, the Contractor shall keep in full force and effect, an Environmental Impairment Liability policy. Such policy shall provide a limit of not less than \$1,000,000 per loss claim.

C. Cancellation. Except as provided for under New Mexico law, all policies of insurance required hereunder must provide that the Agency is entitled to thirty (30) days prior written notice (10 days for cancellation due to non-payment of premium) of cancellation or non-renewal of the policy or policies. Cancellation provisions in insurance certificates shall not contain the qualifying words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives". In the event the Contractors' insurance carriers will not agree to this notice requirement, the Contractor will provide written notice to the Agency within four working days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

D. Insurer Requirements. All insurance required by express provision of this Agreement shall be carried only by responsible insurance companies that have rated "A-" and "V" or better by the A.M. Best Key Rating Guide, that are authorized to do business in the State of New Mexico, and that have been approved by the Agency. The Agency will accept insurance provided by non-admitted, "surplus lines" carriers only if the carrier is authorized to do business in the State of New Mexico.

E. Deductibles. All deductibles or co-payments on any policy shall be the responsibility of the Contractor.

F. Specific Provisions Required. Each policy shall expressly provide, and an endorsement shall be submitted to the Agency, that the policy or policies providing coverage for Commercial General Liability must be endorsed to include as an Additional Insured, the Agency and its respective officials, officers, employees, agents, volunteers and representatives.

G. All policies required herein are primary and non-contributory to any insurance that may be carried by the Agency and its officials, officers, employees, agents, volunteers and representatives, as reflected in an endorsement which shall be submitted to the Agency.

H. The Contractor agrees that for the time period defined above, there will be no changes or endorsements to the policy that increase the Agency's exposure to loss.

I. Before performing any Professional Services, the Contractor shall provide the Agency with all Certificates of Insurance accompanied with all endorsements.

J. The Agency reserves the right, from time to time, to review the Contractor's insurance coverage, limits, and deductible and self-insured retentions to determine if they are acceptable to the Agency. The Agency will reimburse the Contractor for the cost of the additional premium for any coverage requested by the Agency in excess of that required by this Agreement without overhead, profit, or any other markup.

K. The Contractor may obtain additional insurance not required by this Agreement.

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:

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

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

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date:

CONTRACTOR:

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

APPENDIX E

Caja del Rio Landfill
Mulching and Composting Operations Plan



Santa Fe Solid Waste Management Agency

Mulching and Composting Operations Plan

Caja del Rio Landfill

Santa Fe, New Mexico

Permit SWM-261708

October 19, 2012

Revision 1

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Appendices

- Appendix A: Composting Area Site Plan
- Appendix B: GWQB Letter
- Appendix C: Equipment List

Abbreviations and Acronyms

Agency	Santa Fe Solid Waste Management Agency
BuRRT	Buckman Road Recycling & Transfer Station
GWQB	Ground Water Quality Bureau
MSW	Municipal Solid Waste
NMAC	New Mexico Administrative Code
NMED	New Mexico Environment Department
PPE	Personal Protective Equipment
SWB	Solid Waste Bureau
WWTP	Waste Water Treatment Plant

INTRODUCTION

BlueWater Environmental Consulting, LLC prepared this Mulching and Composting Operations Plan on behalf of Santa Fe Solid Waste Management Agency. This plan is for mulching and composting operations at Caja del Rio Landfill, which serves residents of the City and County of Santa Fe.

The purpose of the mulching and composting program is to divert green waste and manure from the waste stream and subsequent burial in Caja del Rio Landfill. Green waste and manure will be accepted from residents of the City and County of Santa Fe, commercial haulers, and the City and County of Santa Fe. Additionally, the program provides Santa Fe City and County residents with a source of mulch and compost. The mulch and compost are provided to residents at no charge. A loading fee is applied if landfill personnel load mulch or compost for the user. Some mulch is shipped to the City of Santa Fe Waste Water Treatment Plant for use in their composting operation.

This operations plan provides the information requested by NMED in the Composting Facility Registration Form. The plan will be updated if there are any significant changes in operations or ownership.

This plan will be part of the Caja del Rio Landfill Operations Manual.

GENERAL INFORMATION

Owner/Operator

Santa Fe Solid Waste Management Agency owns and operates Caja del Rio Landfill, Permit #SWM-261708. The landfill and the Agency offices are located at:

149 Wildlife Way
Santa Fe, NM 87506

Days and Hours of Operation

Caja del Rio is open to the public:

Monday through Saturday 7:00 AM to 5:00 PM

Caja del Rio is closed on holidays. These days and hours may be revised.

Users of the Facility

Caja del Rio will accept green waste from residents of the City of Santa Fe and Santa Fe County, commercial vehicles, and the City and County of Santa Fe. Residents may self-load mulch and compost at no charge. A loading fee will be charged if landfill personnel load mulch or compost for the user.

Site Plan

Appendix A is the Site Plan for Caja del Rio and shows the location of the mulching and composting area. The plan shows the traffic flow into and within the facility.

Signs

The following signs are maintained at either the landfill entrance or the Scale House:

- Hours of operation
- Emergency telephone numbers
- No scavenging
- Fires prohibited

Signs directing users to the mulching and composting area will be posted at intersections and any locations necessary to properly direct traffic.

Land Use and Zoning

The area surrounding the mulching and composting area is the Caja del Rio Landfill. Other land uses for property surrounding the landfill are:

- US Forest Service - Santa Fe National Forest
- Bureau of Land Management property
- City of Santa Fe Marty Sanchez golf course and archery range
- Grazing on private land (Baca)
- New Mexico State Land Office property

According to the Santa Fe County Land Use Office, Caja del Rio Landfill is zoned as "Other Development".

Discharge Permit

NMED issued Caja del Rio Landfill a discharge permit, DP-1120, on August 16, 2012. Part III, Authorization to Discharge, of DP-1120 states, "Additionally, the permittee is authorized to receive up to 500,000 gpd of reclaimed wastewater from the Santa Fe WWTF to a synthetically lined holding impoundment at the Caja del Rio Landfill. Reclaimed wastewater from the holding impoundment is transported by tanker truck and discharged for dust control, cell construction, **composting**, landscape irrigation, and rock crushing on landfill property."

The Ground Water Quality Bureau of NMED has issued a statement via email to the Agency and the Solid Waste Bureau, that a discharge permit specifically for the composting operation is not required. A copy of the email is included in Appendix B.

Ground Water Monitoring

The Caja del Rio Ground Water Monitoring Plan includes collecting ground water samples from the three monitoring wells located on the facility. Samples are collected annually.

OPERATIONAL PLAN

This Operational Plan describes the methods and procedures used while accepting green waste, mulching, and composting. The plan will be updated as necessary.

Facility Access

The facility is surrounded by a fence. All users must enter the facility at the main gate. Access is controlled by Scale House attendants. Attendants question users as to the material being brought into the facility, weigh the vehicles, and direct users to the appropriate unloading area (composting or MSW).

Material Control Plan

Only source separated green waste and manure is accepted for mulching and composting.

Authorized Material

Acceptable types of composting material include:

1. Source separated green waste delivered to the facility by residents, small businesses, commercial haulers, or city or county crews; and
2. Source separated manure.

Unauthorized Materials

Unacceptable types of composting materials composting include:

1. Municipal solid waste;
2. Mixed waste (green waste with MSW);
3. Permitted special wastes;
4. Non-permitted special wastes; and
5. Hazardous waste, as defined by 40 CFR 261.3.

Actions for Unauthorized Composting Materials

If the material is unacceptable for composting, staff will follow these guidelines:

Municipal Solid Waste and Mixed Waste

Customers who have municipal solid waste or mixed waste will be directed to the landfill working face or BuRRT, as appropriate.

Permitted Special Wastes

Caja del Rio Landfill is permitted to accept sludge and petroleum contaminated soil, and is seeking authorization to accept industrial solid waste, spills of a chemical substance or commercial product, treated formerly characteristic hazardous waste, and special waste not otherwise specified. These wastes are accepted using the NMED approved disposal management plans. None of these materials will be used in the composting operation.

Non-Permitted Special Wastes

Customers will be referred to the Solid Waste Bureau for a landfill permitted to accept the special waste.

Hazardous Waste

Customers with hazardous waste will be directed to the Household Hazardous Waste Collection Center located at BuRRT.

Loading Rate

The anticipated loading rate, or volume of material accepted for mulching/composting (feedstock), is 7,000 tons per year or approximately nineteen (19) tons per day. This rate is based on data obtained from the BuRRT green waste program, which tracks the amount of green waste entering the facility. The maximum loading rate shall average twenty-five (25) tons per day.

Composting Area Capacity and Peak Demands

The composting area is approximately 18 acres. The capacity of the composting area is approximately 150,000 tons. The dimensions of the composting area allow for a maximum windrow length of 1,200 feet. In general windrow dimensions will be a maximum of 15 feet in height, 45 feet in width at the base, and 1,000 feet in length. The minimum distance between windrows will be 10 feet. All materials will be stored in windrows, rather than stockpiles. The maximum number of 1,000 foot long windrows will be 25. If windrow length is less than 1,000 feet, proportionately more windrows will be allowed.

Based information obtained from the BuRRT green waste program for 2013, the peak demands are approximately 120 vehicles per day, or approximately 15 vehicles per hour. Eighteen acres are adequate space for the anticipated volume of traffic..

Mulching and Composting Process

Caja del Rio will produce two products for re-use, mulch and compost. Green waste and manure will be unloaded in separate areas to facilitate sanitary mulching operations.

Mulch

Mulching (grinding of the green waste) will be performed on an as needed basis. The size of the mulch is dependent upon user needs. Mulch is stockpiled to await final disposition. The wear surfaces on the grinder mill will be kept sharp to prevent heat from friction and the grinder will be cleaned of ground material at the end of each day of grinding.

Compost

Manure is blended during the grinding process, in a 3:1 ratio of green waste to manure. Grinder output is placed in windrows approximately 45 feet wide at the base and 15 feet high. The size of the grind is generally two (2) inch or smaller. The wear surfaces on the grinder mill will be kept sharp to prevent heat from friction and the grinder will be cleaned of ground material at the end of each day of grinding. Windrows are typically watered once a month using effluent from the City of Santa Fe Waste Water Treatment Plant.

The compost is monitored for heat production, pH, moisture content, and other physical signs of active composting. The risk of fires caused by spontaneous combustion will be minimized by monitoring moisture, temperature, and pile size. The windrows are turned as necessary based on the foregoing factors. Windrows are managed in this manner until the active composting process has ceased. After active composting is completed the compost will be cured for at least one month. Finished compost will remain in windrows to await final disposition.

Operational Rates

The weight of material is expected to decrease by 15-25% during the composting process, due to the loss of water. Therefore the combined disposition rate of mulch and compost will be less than the loading rate. If 50% of the feedstock is mulched and 50% is composted, then, using a 20% decrease in weight, the operational rate is expected to be 2,800 tons per year of mulch and 2,800 tons per year of compost. If 100% of the feedstock is composted, then the operational rate is expected to be 5,600 tons per year of compost.

Expected Disposition Rate of Mulch and Compost

Based on historical data from mulching and composting operations, the dispositional rate is expected to be 3,500 tons per year of mulch and 3,500 tons per year of compost.

Markets

Markets for the mulch include:

- City and County residents
- Local nursery and landscaping businesses
- New Mexico Department of Transportation
- City of Santa Fe Waste Water Treatment Plant - used as feedstock for their composting operation.
- Caja del Rio Landfill - used for side slope stabilization, protective cover from wind and runoff, protective cover for growth of vegetation, and landscaping.

Markets for the compost include:

- City and County residents
- Local nursery and landscaping businesses
- New Mexico Department of Transportation
- Caja del Rio Landfill - used to amend the soil for growth of vegetation on the side slopes and cap and landscaping.

Compost will be produced at a rate that matches market demand.

Nuisance Abatement

The composting process will be operated in accordance with Caja del Rio's operating permit and the nuisance abatement measures taken during normal operation of the landfill.

Noise Control

Noise from the mulching and composting operation will be controlled by limiting equipment operation to daytime hours. Additionally, there is a fifteen foot high berm on the northern, eastern, and southern sides of the compost area. The nearest residence to the compost area is approximately 0.8 miles to the east.

Odor Control

Odors will be controlled using a combination of methods.

Green waste will be inspected to ensure that it does not contain large amounts of MSW. Loads of mixed waste will be directed to the working face. Minor amounts of MSW will be removed from the feedstock. In general, green waste does not generate offensive odors.

Manure will be used as nitrogen feedstock; sludge will not be used. In general, fresh-bedded manure does not generate offensive odors.

If the manure does generate offensive odors it will be covered with a layer of mulch or compost to absorb the odors.

The composting method will be aerobic, which generally does not generate offensive odors. Windrows will be turned as needed to enhance aerobic conditions.

The nearest residence to the compost area is approximately 0.8 miles to the east.

Litter Control and Removal of MSW

All vehicles entering the facility are required to cover and contain their loads. There is a surcharge for vehicles that do not adequately cover and contain their load. Additionally, Agency crews patrol the area from the landfill to the Highway 599 frontage road.

Loads with mixed MSW and green waste are considered to be loads of MSW and will be directed to the landfill working face. Operators will remove unavoidable MSW from the green waste throughout the day, as needed. The waste will either be placed in a container or taken directly to the working face.

Alternative Handling

If operational conditions do not allow processing of green waste and manure, excess materials will be landfilled or used for alternative daily cover. If market conditions are such that excess mulch and compost are stored, the materials will be landfilled or used for alternative daily cover.

Facility Equipment

Appendix C includes a list of facility equipment that may be used in the composting operation.

Storage Containers

At this time, storage containers will not be used in the mulching and composting operation.

HEALTH AND SAFETY

Recognized safety issues associated with mulching and composting include:

- Trips or falls;
- Hazardous energy sources – electrical, mechanical, hydraulic, pneumatic, chemical, and thermal;
- Visibility;
- Noise;
- Fires;
- Falling or flying objects; and
- Pathogenic organisms.

Health and safety concerns will be addressed during the training described in Section 5.0 and during safety meetings. Because the mulch contains horse manure, normal sanitary measures such as washing hands before touching food will be taken. Cuts, skin abrasions, and scratches will be cleaned and treated promptly. Allergic reactions to mold and fungi in compost will be minimized by the use of dust masks. Equipment operators and workers at the site will maintain a safe clearance around and behind operating machinery.

Personal Protective Equipment

All incoming loads of waste are received at the Scale House. Scale Masters do not come into contact or have the potential to contact the waste directly. Beyond appropriate work clothing, no other PPE is required for the Scale Masters. Personnel who work with or at the composting area shall wear Level D PPE consisting of:

- Long-legged work pants
- Work shirts
- Steel-toed boots
- Hard hats
- Safety glasses
- Reflective vests
- Leather gloves

Additional PPE that may be used includes:

- Hearing protection
- Heavy duty work coveralls
- Tyvek (or similar) coveralls
- Goggles
- Latex (or similar) gloves
- N-95 particulate respirator (dust mask)
- Half-mask air purifying respirator

Communication Equipment

Radios will be used for communication between the Scale House, heavy equipment operators, and landfill manager. There is a two-way radio base station in the Scale House. All heavy equipment operators and the landfill manager will be issued a hand held, two-way radio.

PERSONNEL AND DUTIES

A certified operator or representative will be present at all times while the composting facility is being operated. The certified operator will supervise the mulching and composting operation.

Trained equipment operators will operate the grinder and other equipment associated with the mulching and composting operation. Employees with conditions that may predispose them to an infection or allergic response will not be assigned to the composting operation.

Staff members will track volumes of green waste accepted into the facility and volumes of mulch and compost leaving the facility.

TRAINING

The training facility personnel received is dependent upon the specific job description. In general, the training program includes:

1. Communication or hand held radio operations;
2. First aid and CPR;
3. Blood borne pathogens;
4. Lock-out / tag-out procedures;
5. Confined space;
6. Implementation of this Operations Plan;
7. Use and selection of personal protective equipment PPE; and
8. Implementation of the Contingency Plan.

All personnel are trained upon hire, and at least annually thereafter, in the purpose and procedures of the facility's contingency plan.

Equipment Operators

Equipment operators are hired on the basis of experience. In addition, all equipment operators are provided with on the job training commensurate with their experience.

Additional Training

In addition to the general training, some staff members may be sent to the NMED Compost Facility Operator course.

Annual and Ongoing Training

Caja del Rio conducts monthly site safety meetings. Changes to site operations, procedures, or contingency measures are discussed at these meetings.

All personnel are trained at least annually in the purpose and procedures of the facility's contingency plan.

EMERGENCIES

The facility's Contingency Plan will be implemented in the event of an emergency. The Contingency Plan includes specific information regarding:

- Emergency contacts
- Emergency coordinators
- General emergency response procedures
- Response to fires
- Response to medical emergencies
- Response to unauthorized waste

The Contingency Plan is updated as necessary.

The risk of fires caused by spontaneous combustion will be minimized by monitoring moisture, temperature, and pile size. A 5,000-gallon water wagon is available for fire suppression. Security personnel patrol the area during closed hours.

RECORD KEEPING AND REPORTING

In accordance with 20.9.3.27 NMAC, the Agency will submit annual reports to NMED that include the following information:

1. The type and weight or volume of recyclable material received during the previous calendar year;
2. The type and weight or volume of recyclable material sold or otherwise disposed off-site during the previous calendar year;
3. The final disposition of material sold or otherwise disposed off-site; and
4. Any other information requested by the Secretary.

APPENDIX A
Composting Area Site Plan

APPENDIX B

GWQB Letter

RE: Composting at Caja del Rio Landfill, DP-1120

Subject: RE: Composting at Caja del Rio Landfill, DP-1120
From: "Davidson, Naomi, NMENV" <naomi.davidson@state.nm.us>
Date: 3/20/2013 3:30 PM
To: BlueWater Environmental <bluewater@zianet.com>
CC: Randy Watkins <RWatkins@sfswwa.org>, Randall Kippenbrock <RKippenbrock@sfswwa.org>, "Schuman, George, NMENV" <george.schuman@state.nm.us>, "Offersen, John, NMENV" <John.Offersen@state.nm.us>

Don,

Your letter describes the diversion of green waste and manure from the City and County of Santa Fe residents, commercial haulers, and City of Santa Fe governments. A maximum of 20 tons per day of green waste and manure is composted on approximately eight acres in the northeast area of the Caja del Rio Landfill. This notice satisfies the requirements of Subsection A of 20.6.2.1201 NMAC of the New Mexico Water Quality Control Commission (WQCC) Regulations (20.6.2 NMAC). Caja del Rio Landfill is located at 149 Wildlife Way, Santa Fe, in Sections 21, 22, 27, and 28, T17N, R08E, Santa Fe County.

As you know, DP-1120 authorizes the use of reclaimed water from the Santa Fe Wastewater Treatment Facility (WWTF) for use in composting, among other things. The transfer of reclaimed wastewater from the City of Santa Fe WWTF is separately authorized in the City's Discharge Permit (DP-289).

Based on the information provided in your letter, NMENV has determined that a Discharge Permit amendment or modification for composting green waste and manure is not required as long as the composting operation is as described and no wastewater is produced (20.6.2.3104 NMAC).

If you have any questions, please feel free to call me. Thanks.

Naomi Davidson
Geoscientist
New Mexico Environment Department
Ground Water Quality Bureau
PO Box 5469
1190 St Francis Drive
Santa Fe, NM 87502
(505) 827-2936 (w)
(505) 827-2965 (f)
www.nmenv.state.nm.us/gwb

From: BlueWater Environmental [mailto:bluewater@zianet.com]
Sent: Wednesday, March 20, 2013 11:53 AM
To: Davidson, Naomi, NMENV
Cc: Randy Watkins; Randall Kippenbrock; Schuman, George, NMENV; Offersen, John, NMENV
Subject: Composting at Caja del Rio Landfill, DP-1120

Naomi,

A letter regarding the composting operations at Caja del Rio Landfill is attached. Included is a site plan with the composting area shown in the northeast corner of the facility.

Feel free to contact me if you have any questions.

APPENDIX C

Equipment List

Caja del Rio Landfill Composting Operations Equipment List

Grinder:	Smoracy Bandit 3680
Trommel screen:	Duratech 7216
Loader:	Caterpillar 950F 4-yard bucket
Water trucks:	Caterpillar 613C 5000-gallons (2) Ford 2500-gallons
Tractors:	Freightliner FLD-120 (3)
Trailers:	Steco STAW-048 (3)
Roll-Off:	International WorkStar
Open Tops:	WasteQuip 30-yard Open Tops (4)

APPENDIX F

Aerial Site Map

**SITE PLAN
OF
CAJA DEL RIO LANDFILL
SANTA FE COUNTY, NEW MEXICO**



- LEGEND**
- 1. EXISTING INFRASTRUCTURE
 - 2. EXISTING UTILITIES
 - 3. EXISTING ROADS
 - 4. EXISTING BUILDINGS
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 - 6. EXISTING UTILITIES
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