

CITY CLERK'S OFFICE

DATE 11/21/13 TIME 11:12a

SERVED BY Randall Kypenbrock

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AGENDA

REGULAR MEETING

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

**NOVEMBER 21, 2013
12:00 P.M.**

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

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Regular Meeting - October 17, 2013**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
 - (A) Request for Approval of Amendment No. 1 to the Professional Services Agreement with Advanced Chemical Transport, Inc. of Albuquerque, NM, for Collection Services for the Household Hazardous Waste at the Buckman Road Recycling and Transfer Station for the Santa Fe Solid Waste Management Agency in the Amount of \$103,859.53 (RFP No. '13/09/P).
 - (B) Request for Approval of Amendment No. 1 to the Professional Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP '13/01/P).
 - (C) Request for Approval to Provide Compost and Mulch to the City of Santa Fe at No Charge Under the 2012 Fee Ordinance.
 - (D) Request for Approval to Accept Conventional Recycling from Los Alamos County at No Charge Under the 2012 Fee Ordinance.
 - (E) Informational Item: Renderings of the Vertical and Lateral Expansion Components of the Caja del Rio Landfill as Part of the Permit Renewal and Modification.
 - (F) Informational Item: Explanation of Budget Adjustment Request Form.
- VII. Matters from Staff**
- VIII. Matters from the Board**
- IX. Next Meeting Date: Thursday, January 16, 2014**
- X. Adjournment**

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

SEC. CLERK RECORDED 01/29/2014

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SOLID WASTE MANAGEMENT AGENCY
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INFORMATIONAL ITEM: RENDERINGS OF
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ADJOURNMENT

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SEC. CLERK RECORDED 01/23/2014

**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING**

**Legal Conference Room
Santa Fe County Courthouse**

November 21, 2013

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 Councilor Peter N. Ives, Chair, on Thursday, November 13, 2013, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Councilor Peter N. Ives, Chair
Commissioner Miguel Chavez, Vice-Chair
Commissioner Kathy Holian
Commissioner Daniel Mayfield
Councilor Christopher M. Rivera

MEMBERS EXCUSED:

Councilor Bill Dimas

STAFF PRESENT:

Randall Kippenbrock, Executive Director – SWMA
Justin Miller, Legal Counsel
Olivar Barela, SWMA
Danita Boettner, SWMA
Apolonio Garcia, SWMA
Angelica Salazar, SWMA
Elizabeth Martin [for Melessia Helberg, Stenographer]

There was a quorum of the membership in attendance..

III. APPROVAL OF THE AGENDA

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

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

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – OCTOBER 17, 2013

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the minutes of the regular meeting of October 17, 2013, as presented.

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

V. MATTERS FROM THE PUBLIC

Cindy Padilla, City of Santa Fe, introduced Tejinder Ciano, Executive Director from Reunity Resources. She said the City has a one-year contract with Reunity Resources to begin collecting food scraps from businesses in the City for the purpose of composting.

Mr. Ciano said Reunity will be partnering with POSIE who will receive the waste. He said he is excited to be able to perform this project for the City.

The Board commented and asked questions as follows:

- Commissioner Holian asked where the composting will be done.

Mr. Ciano said it will be done at Payne's Organic Soil Yard, located at Agua Fria and Airport Road.

- Commissioner Holian asked if Reunity will be collecting the food scraps.

Mr. Ciano said that is correct.

- Commissioner Holian asked if Reunity also will be collecting green waste such as tree branches and such, which then will be chipped.

Mr. Ciano said no, it is strictly for food scraps.

- Commissioner Holian asked if it will be solely from restaurants.

Mr. Ciano said it will be collected from restaurants, hotels, and other food waste generators. He said they would love to be able to serve the Schools as well.

- Commissioner Mayfield asked if there will be any sorting.

Mr. Ciano said no, noting all food scraps are compostable.

- Commissioner Mayfield asked about agriculture scraps, and if they will be working with any farms.

Mr. Ciano said Reunity won't be collecting that waste, noting Payne's Organic Soil Yard is the collector for farm compost items. He said food waste is valuable to make a very high quality compost.

- Commissioner Mayfield asked if the meat scraps will be heated.

Mr. Ciano said the organic composting takes care of all that is needed if it is done properly. He said plastics and metals will be screened out.

- Commissioner Mayfield said then all of this will happen at Payne's.

Mr. Ciano said this is correct.

- Commissioner Mayfield asked if there an issue with rodents getting into the compost.

Mr. Ciano said that will be addressed by covering the composting piles after they are made and created.

[Ms. Padilla's remarks here are inaudible because she was too far from the microphone]

Ms. Padilla said Payne's Organic Soil Yard is the only registered composting facility in the State, noting that this is a pilot program.

[Mr. Ciano's remarks here are inaudible]

- Commissioner Mayfield said he is supportive of the effort, and asked if there are any issues with regard to odors.

Mr. Ciano said that can be addressed by proper management of the materials in the composting facility which will mitigate any odors.

Ms. Padilla pointed out it is a regulated facility.

- Commissioner Chavez asked the time line for this to be in place.

Mr. Ciano said Reunity is a non-profit, and they are raising funding within the community to perform the project, and currently they are in the middle of a fund-raising campaign. He has high hopes that it will be successful. They will then move forward in obtaining clients. He said they are looking at March 2014 to launch the program. He said they will need time to solicit and educate customers.

- Commissioner Chavez said then we looking at 6 months until Reunity might have clients and start going through the processing.

Mr. Ciano said he is hoping to start on the compost piles in March 2014.

Commissioner Chavez asked how long the pilot project will last from that point.

Mr. Ciano said the agreement is for one year, November 14, 2013 through November 14, 2014, noting the contract can be extended.

- Commissioner Chavez asked when they would be able to report back to this Board with regard to how the program is working. He said it is working really well, we then can start thinking about how we might be able to expand it. He said perhaps Mr. Ciano can work with the Chair in this regard.

Ms. Padilla said they are asking Reunity to provide them with monthly reports on all aspect of the projects. She said hopefully they will have preliminary reports in 6 months.

Ms. Padilla's remarks here, are for the most part inaudible.

Ms. Padilla said this is the first food collection program in New Mexico, and talked about the value of the compost.

- Commissioner Holian asked how Reunity is doing its fund-raising.

Mr. Ciano said they just completed a video for outreach for fund-raising.

- Commissioner Holian asked him to please email the video to the Chairman, who can distribute it to the other members of the Board, and Mr. Ciano said he would be happy to do that.
- Chair Ives said he would be interested in talking with Mr. Ciano about possible federal funding that might be available. He asked Ms. Padilla to please arrange a meeting so we can get together and discuss this.

Mr. Ciano reiterated that they are very excited about this project.

Chair Ives asked Mr. Ciano if he has spoken with Lisa Randall at the schools.

Mr. Ciano said that would take an in-depth dialogue, but he would love to work with the schools to create the compost and then give the compost back to the schools.

- Commissioner Mayfield asked much tonnage would be produced.

Mr. Ciano said there is the potential to reach capacity very quickly, and this is the reason it is important to begin this dialogue so the expansion can happen. He said their capacity is designed on the number of carts the City is leasing to Reunity, which currently is 180 carts. He said they have the capacity to manage 36,000 pounds a week.

Ms. Padilla said there will be a fee for service, which will be paid to Reunity Resources. She said ideally, the business would be able to reduce their garbage for hauling to the landfill. She said the restaurants will have to look at what is most cost-effective for them, commenting there will be space issues with another container. She said this is the reason for the pilot program, so they see what arises in terms of issues with the program.

- Commissioner Mayfield asked if this is being done in other states.

Ms. Padilla said yes, noting food waste is about 20% of all of the waste that goes to the landfill. She said there are a lot of logistics and details to take into consideration to implement such a program in the City.

- Commissioner Chavez said, as a non profit, aside from the standard business bottom line, there is a social angle, that talks about reduce, reuse, recycle, and this program plays right into that. He said one would think you could transfer that into dollars and cents or social community sense. He asked if they will be working on that aspect.

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Ms. Padilla said yes. She said they are doing a press release on this program which will appeal to environmentalists and Sustainable Santa Fe.

- Chair Ives said he hopes Mr. Ciano is talking to folks at the Food Depot and other programs who collect excess food. He said the Governing Body just saw a copy of the Food Plan for the City and the County, and he doesn't recall that it mentioned any of this in that plan. He suggested Mr. Ciano contact Katherine Mortimer at the City in this regard.

Ms. Padilla said Ms. Mortimer is aware of the program, but the Food Plan was drafted before they got approvals for the contract. She said she will speak with Ms. Mortimer in this regard.

- Chair Ives said this is exciting and we will be anxious to learn how it is going, commenting this is a program that makes perfect sense.

Ms. Padilla said they are excited about it as well, noting it is part of the comprehensive plan.

Ms. Padilla said they can arrange a tour if they would like.

Commissioner Holian thanked Ms. Padilla for this report.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

(A) REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED CHEMICAL TRANSPORT, INC., OF ALBUQUERQUE, NM, FOR COLLECTION SERVICES FOR THE HOUSEHOLD HAZARDOUS WASTE AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY IN THE AMOUNT OF \$103,859.53 (RFP NO. 13/09/P)

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum of November 15, 2013, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

The Board asked questions and commented as follows:

- Commissioner Chavez asked if this service would be a specialty sole source since it is household hazardous waste.

Mr. Kippenbrock said no, noting competitive bidding was done, and there are other vendors providing this service.

- Commissioner Chavez said then it is not that specialized. He asked if the bids are competitive for the scope of services we need, and if the bids are within the range for the market and region.

Mr. Kippenbrock said yes.

- Commissioner Chavez asked Mr. Kippenbrock if he is happy with the service being provided by this firm.

Mr. Kippenbrock said yes.

- Chair Ives said we went through that process last year for the first time.
- Commissioner Chavez said he appreciates that, but sometimes both sides get comfortable in year 2 and 3 and do not check it as closely as they should.

MOTION: Commissioner Chavez moved, seconded by Commissioner Holian, to approve the request for approval of Amendment No. 1 to the Professional Services Agreement with Advanced Chemical Transport, Inc., of Albuquerque, New Mexico, for collection services for the household hazardous waste at the Buckman Road Recycling and Transfer Station for the Santa Fe Solid Waste Management Agency in the amount of \$103,859.53 (RFP No. 13/09/P)

DISCUSSION: Commissioner Mayfield asked if this waste stays at the site.

Mr. Kippenbrock said it is collected at the site until they accumulate a truck load. Advanced Chemical then comes and loads it, manifests it for use, and then takes it to its facility in Albuquerque. He said then, depending on the type of waste, it goes to a final destination which could be in California, Utah, Colorado or Texas.

Responding to Commissioner Mayfield, Mr. Kippenbrock said this household hazardous waste is generated from private homes, which is exempt from the State rules. He said technically, you can dispose of it in a permitted landfill. He said this program is one way to keep it out of the landfill.

Commissioner Chavez said this moves away from accepting household hazardous waste only once a year "with a mile of cars waiting in line."

Mr. Kippenbrock said yes. He said the City of Albuquerque has a contract with the same company, but the City of Albuquerque utilizes the ACT facility which is in the area of Edith and Montano, which is open to the public for 4 days a week.

Mr. Kippenbrock said, "For the record, from time to time, we do accommodate certain people that do come on off days."

Commissioner Chavez asked if we need to be able to increase hours of operation.

Mr. Kippenbrock said possibly.

Ms. Boettner said, for example, if someone comes with a load and a can of paint we can accommodate them.

Commissioner Holian said she understands the total amount of household hazardous waste received has increased since we now have the permanent facility.

Mr. Kippenbrock said yes, noting the number of pounds received is similar, but there are more cars coming through than we had for the annual event.

Commissioner Chavez said then you are counting numbers of cars and amount of tonnage.

Mr. Kippenbrock said they are counting pounds. He said we ask each customer for their name and address and what they are bringing in, so we have an idea where it is coming from. He said when we call ACT we get the total weight, which averages about 100-150 pounds per trip.

Commissioner Chavez asked if the load is weighed on the way in.

Mr. Kippenbrock said it is not based on the weight per car, noting the weighing system is on a 20 pound increment and some people may have only a couple cans of paint.

Chair Ives said on packet page 20, under supplies they list 85 gallon drums and 95 gallon drums, and asked the reason.

Mr. Kippenbrock said he doesn't recall having any 95 gallon drums.

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

(B) REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH NATURAL EVOLUTION, INC., OF TULSA, OK, FOR ELECTRONIC WASTE RECYCLING SERVICES FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP 13/01/P)

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 15, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation.

The Board commented and asked questions as follows:

- Commissioner Chavez said the list of acceptable items includes dead acid batteries and rechargeable batteries. He asked if they take the new batteries. *[The balance of his remarks are inaudible here]*

Mr. Kippenbrock said they do collect "lithium and all those," batteries, etc.

- Commissioner Chavez asked if we accept the new gel batteries, commenting those are getting very popular.

Ms. Boettner said they will have to look into that. She said if there is a battery that is "starting to get generated out there, we want to be sure we are accommodating for it."

- Commissioner Mayfield asked, with the reuse policy, if any of this material can be put into the reuse pile.

Mr. Kippenbrock said, "I am sure it can."

- Commissioner Mayfield asked if any of it is recycled.

Mr. Kippenbrock said we have not adopted that program yet. He said all of the ewaste we generate is packaged for recycling so it is disposed of properly.

- Commissioner Mayfield said then we don't have a reuse pile at the BuRRT.

Mr. Kippenbrock said not at this time, however, they do have the bicycle program.

- Commissioner Mayfield asked computers can be diverted for reuse.

- Commissioner Holian said it can be done, but there is a problem with that, because there is no plug there so people are unable to plug it in to see if it works.
- Commissioner Mayfield asked about disposal of the big box television sets.
- Chair Ives said this raises a question. He said we may want to have a spot to set aside working television sets so others can take them, and we could put in a solar panel so there is a plug at the site where people can test the devices. He said they could pay a nominal fee for the testing to help offset the cost.
- Commissioner Holian asked about remote controls.

Mr. Kippenbrock that is all part of it.

- Chair Ives said, regarding Albuquerque e-waste, we may want to find out if they are more competitive in pricing.
- Chair Ives said on packet page 18, Natural Evolution indicates that it has Cyber Liability Insurance coverage, commenting he hasn't heard about that kind of insurance. He said he would be interested in looking at the policy coverage, and asked Mr. Kippenbrock if he can look at the policy.

Mr. Kippenbrock said yes.

- Chair Ives said it might be something we need to consider in the future.
- Responding to Commissioner Mayfield, Olivar Barela said there is a reuse area in Eldorado and people are encouraged to leave their electronics there.
- Commissioner Mayfield asked if there can be a big sign to that effect. He asked if we can accept ewaste at Caja del Rio.

Mr. Kippenbrock said we currently accept it at BuRRT.

- Commissioner Mayfield said then that saves us a tipping fee.

Mr. Barela said there are places to store items at some of the transfer stations.

MOTION: Commissioner Holian moved, seconded by Commissioner Mayfield, to approve the request for approval of Amendment No. 1 to the Professional Services agreement with natural evolution, inc., of Tulsa, Oklahoma, for electronic waste recycling services for the Buckman Road Recycling and Transfer Station (RFP 13/01/P).

FRIENDLY AMENDMENT: Councilor Rivera said he just googled gel batteries and they are recyclable, so perhaps we need to do an amendment to add gel batteries to acceptable items.

DISCUSSION ON THE FRIENDLY AMENDMENT: Commissioner Holian said we probably need to work with the entity to agree to accept the additional kinds of batteries. She suggested that we direct staff to look into this and report back at the next meeting, so we wouldn't hold up the contract.

Chair Ives said that makes sense.

AMENDED FRIENDLY AMENDMENT: Councilor Rivera asked to amend the motion to direct staff to look into this issue and report back at the next meeting, with regard to the vendor accepting gel batteries. **THE AMENDMENT WAS FRIENDLY TO THE MAKER AND SECOND AND THERE WERE NO OBJECTIONS BY THE OTHER MEMBERS OF THE BOARD.**

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

(C) REQUEST FOR APPROVAL TO PROVIDE COMPOST AND MULCH TO THE CITY OF SANTA FE AT NO CHARGE UNDER THE 2012 FEE ORDINANCE.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 15, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3." Please see Exhibit "3" for specifics of this presentation

Commissioner Holian said this item is for compost and mulch, and asked if BURRT creates compost as well.

Mr. Kippenbrock said we have a compost pile at the Caja del Rio Landfill, but it is not certified compost at this time, noting you have to meet the criteria established by the New Mexico DOT. He said we call it mulch. He said if they will pick it up in large quantities it costs \$3 per cubic yard. If it is compost premium quality, he thinks it's \$7.50 per cubic yard, more or less.

MOTION: Commissioner Chavez moved, seconded by Commissioner Holian to approve the request for approval to provide compost and mulch to the City of Santa Fe at no charge under the 2012 Fee Ordinance.

DISCUSSION: Chair Ives said we have fairly large piles of green waste material, and the City will be removing it as green waste to use for composting.

Ms. Padilla said the City be picking it up to use at the Wastewater Treatment Plant as material for creating compost, as well as using it as mulch at parks and facilities.

Commissioner Chavez asked if a lot of this stuff is a mixture of green waste and animal waste.

Ms. Padilla said she understands it is mostly green waste.

Mr. Kippenbrock said we can do either one.

Commissioner Chavez asked, in that case, if it would be in separate piles.

Mr. Kippenbrock said yes.

Commissioner Mayfield then said we currently have 50,000 cubic yards right now.

Mr. Kippenbrock said yes.

Commissioner Mayfield asked how much the City is requesting.

Mr. Kippenbrock said, as Ms. Padilla mentioned, they do not have a definite quality and it is mostly to provide mulch around the parks area, as needed.

Commissioner Mayfield asked if this is indefinite.

Mr. Kippenbrock that is the question we have before us.

FRIENDLY AMENDMENT: Commissioner Mayfield proposed to amend the motion to provide that the County will be able to ask for mulch for County facilities at no cost. **THE AMENDMENT WAS NOT FRIENDLY TO THE MAKER.**

Commissioner Chavez said he doesn't want to include that in the motion. However, we could direct staff to do some research and then have a discussion about it later.

Mr. Kippenbrock said he would be glad to work with the County to present it at the next Board meeting as a separate item.

Commissioner Mayfield said to him, it is a question of equity. He said he is working hard for a park in the County, and there will be a need for mulch, reiterating that to him, it is an issue of equity.

Commissioner Chavez said he agrees that it should be equitable, but he isn't comfortable in including it in the motion at this time.

Commissioner Mayfield asked Ms. Padilla if they track how much mulch is going out.

Mr. Kippenbrock said he can do this for this project.

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

(D) REQUEST FOR APPROVAL TO ACCEPT CONVENTIONAL RECYCLING FROM LOS ALAMOS COUNTY AT NO CHARGE UNDER THE 2012 ORDINANCE.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated , 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4." Please see Exhibit "4" for specifics of this presentation.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the request for approval to accept conventional recycling from Los Alamos County at no charge under the 2012 Fee Ordinance.

DISCUSSION: Commissioner Holian said overall this is a good deal. It means we will use less diesel fuel, plus lessen the wear and tear on our roads.

Chair Ives said we will lose that revenue in any event.

Commissioner Mayfield how glass plays into all of this.

Mr. Kippenbrock said glass is separate. He said he doesn't know what Los Alamos does with its glass. He thinks they have their own glass pulverizer, but it is a very small one. He said this is for conventional recyclables only.

Commissioner Chavez asked if it is mostly paper.

Mr. Kippenbrock said it is cardboard and paper primarily, and secondly plastic and aluminum cans.

Commissioner Mayfield asked if their waste is clean.

Mr. Kippenbrock said, "Absolutely. It is very clean."

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

(E) INFORMATIONAL ITEM: RENDERINGS OF THE VERTICAL AND LATERAL EXPANSION COMPONENTS OF THE CAJA DEL RIO LANDFILL AS PART OF THE PERMIT RENEWAL AND MODIFICATION.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 15, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5," and the posterboard renderings of the vertical and lateral expansion which are available at the Caja del Rio Landfill.

Mr. Kippenbrock reviewed the posterboard renderings of the site and immediate area, noting these were used at the December 2012 Special SWMA meeting and the January 2013 public hearing.

The Board commented and asked questions as follows:

- Commissioner Chavez asked what is the vertical rise.

Mr. Kippenbrock said it depends on the property, and he would say it is approximately 85 feet on this one "here," and approximately 110 feet "over here" from the surrounding areas, going up. He said it will be 40 to 60 years before it is fully built out.

- Commissioner Chavez said he thought the life expectancy of the landfill was 75 years.

Mr. Kippenbrock said the consultant said 75 to 90 years at one of our board meetings. However, it is more like 60 years.

- Commissioner Chavez said he would guess it would depend on the vertical rise you are able to achieve.

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Mr. Kippenbrock said yes, noting they also correlate the amount of weight, the compaction, the amount of soil that they use and such. He said he would like to see the continuation of more diversion. He said, "This is an asset, is the way I look at it. It's not a gold mine."

- Commissioner Chavez said then if we focus on diversion, and you extend the life of the landfill, that also impacts your bottom line. He said we have to balance that out at some point. He commented that the visuals are good.
- Commissioner Chavez said then the vertical expansion is happening only on the BLM land.

Mr. Kippenbrock said BLM actually is part of our lateral expansion. He said on the BLM it will be 110 feet higher because the terrain will allow us to that.

- Commissioner Chavez said then you are doing vertical on both, and Mr. Kippenbrock said yes.
- *[Chair Ives remarks here are inaudible]*

Mr. Kippenbrock said we will be using the existing landfill for approximately 20 to 23 years until we need to move to the BLM area. He said soil will be excavated from the BLM during this period of time to be used for our daily cover.

- Commissioner Chavez asked if blasting is being done on the BLM.

Mr. Kippenbrock said no blasting is being proposed on BLM, only on the current one, L-5B and 6B. He said it is approximately 10 blasts, and yesterday was the last one. He said it's going very well, and it is very controlled.

- Commissioner Chavez asked Commissioner Mayfield if he is getting any feedback from the public in this respect.
- Commissioner Mayfield said he get emails that they are not doing it all the time.
- Chair Ives said eventually the site will re-vegetate and Mr. Kippenbrock said yes..
- Commissioner Mayfield asked if blasting is not permitted on BLM land, and asked the reason that isn't being considered.

Mr. Kippenbrock said geo-tech studies were done in 2007 and 2008, which indicated there is no basalt down to at least 90 feet. He said luckily we had geological data to make the determination to do the geo-tech investigation. He said once we identified there is no basalt in that area, it only makes sense to expand east rather than west where the basalt is.

- Commissioner Mayfield said federal laws change.

Mr. Kippenbrock said they granted permission to us to do disposal in the area, so that's been addressed, reiterating there is no basalt in that area.

Commissioner Mayfield said any federal law could change over time.

Mr. Kippenbrock said yes, laws can change, but SWMA has a land use that is unchanged and which is approved by the BLM.

- Commissioner Mayfield said then if the law were to be changed, that land use is permanently grandfathered in, and Mr. Kippenbrock said yes.
- Chair Ives said it would be highly unusual if the BLM sought to do that.
- Responding to Commissioner Mayfield, Mr. Kippenbrock pointed to the BLM area, noting we are using 55 acres of the 200 BLM acres for disposal.
- Commissioner Mayfield asked, "Knowing there is no basalt under the BLM property, if it would be cost effective to move the shop and everything."

Mr. Kippenbrock said it probably will be 30 years down the line. He indicated the proposed area for the new shop location on the rendering.

Chair Ives thanked Mr. Kippenbrock for the presentation.

(F) INFORMATIONAL ITEM: EXPLANATION OF BUDGET ADJUSTMENT REQUEST FORM.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 15, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation

Ms. Salazar provided a sample Budget Adjustment Request (BAR), which is included in Exhibit "6" to these minutes.

Ms. Salazar reviewed the attachment to Exhibit "6." She said basically the first 2 entries on the top of the page are to move cash to the operating fund. She said it is just a mechanism to move funds from one fund to another. In this case, she is moving funds from the operating fund in order to "create this." [inaudible] The third line is budgeting the money for expenditure from the fund.

The Board commented and asked questions as follows:

- Chair Ives said it appeared that the equipment replacement fund was being decreased instead of increased.

Ms. Salazar said it was increasing one fund, and the revenue line item for credit. She said the BAR is literal, "it increases the line item."

- Councilor Rivera said then in accounting terms a credit is actually a debit and a debit is a credit.

Ms. Salazar said in accounting terms, "a revenue holds a credit balance, and actually an expenditure is a debit balance. In order to increase revenue, you need to credit 'this'." Ms. Salazar demonstrated the process on the dry erase board, and explained the reasons a BAR would be needed.

- Commissioner Chavez said then the transfers are based on need and the agency's request.

Ms. Salazar yes, as well as on the anticipated costs.

Ms. Salazar said this is the process used by the City of Santa Fe.

- Councilor Rivera asked the reason for the total of \$90,000, when she is only moving \$30,000 from one fund to another.

Ms. Salazar said it was totaled at the bottom by default. She said a BAR is literal, and she is increasing each line item. She is increasing the reserve expense "because there was nothing there, it's getting all in the cash."

- Chair Ives said it adjusts each line item by \$30,000, so in terms of the BAR it totals to \$90,000. He said this seems like a tremendously complex system.

- Commissioner Chavez I don't know that would do the City any justice in terms of the audit, and you might consider that as well.

Justin Miller said another question from the last meeting is the question of why figures are rounded.

Ms. Salazar said she noticed a service charge, which wasn't quoted, but we are liable for the GRT on labor. She said she didn't see it when she looked through this, so she built that in.

- Councilor Rivera asked if the auditors have any issues if you are moving more money than agreed to in the contract.

Ms. Salazar said once they see the added GRT on the services there will be no problem.

- Councilor Rivera asked if there is something in the procurement rules that you can add a certain percentage to a contract.

Ms. Salazar said yes, after the fact when the invoice comes in, it can be adjusted by 10% under the Procurement Manual.

Mr. Kippenbrock said he understands when you do a BAR it is to the nearest dollar not cents.

Ms. Salazar said we do not budget cents.

VII. MATTERS FROM STAFF

There were no matters from staff.

VIII. MATTERS FROM THE BOARD

Commissioner Mayfield asked if someone can drop off ewaste at BuRRT at no charge.

Mr. Kippenbrock said the current charge is a minimum rate of 2¢ per pound. He said if it is under 20 pounds, it is usually free. However, ewaste is always charged at the rate of 2¢ per pound.

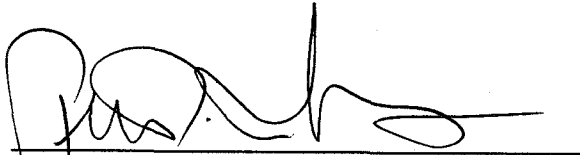
Chair Ives thanked the Board for a good year of work, and wished everyone a Happy Thanksgiving.

IX. NEXT MEETING DATE – Thursday, January 16, 2014

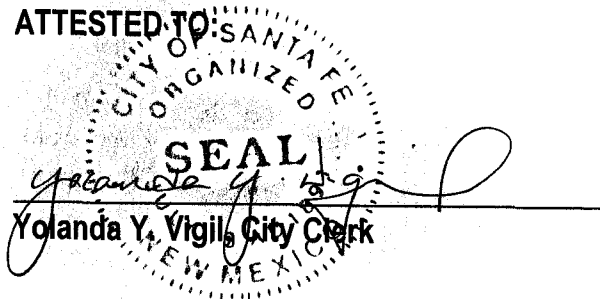
X. ADJOURNMENT

There was no further business to come before the Board, and the meeting was adjourned at approximately 1:40 p.m.


APPROVED BY:


Peter N. Ives, Chair

ATTESTED TO:


Yolanda Y. Vigil, City Clerk

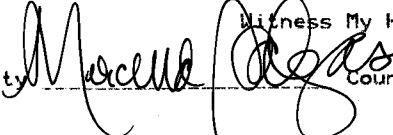
SUBMITTED BY:


Melessia Helberg, Board Stenographer

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES
PAGES: 23

I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of January, 2014 at 11:57:34 AM
And Was Duly Recorded as Instrument # 1728738
Of The Records Of Santa Fe County

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



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

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 15, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Advanced Chemical Transport, Inc., Albuquerque, NM (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Services attached hereto as Exhibit A.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ninety-Eight Thousand Six Hundred Four Dollars and Thirty-Seven Cents (\$98,604.37) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Two Hundred Two Thousand Four Hundred

Sixty-Three Dollars and Ninety Cents (\$202,463.90), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$98,604.37
AMENDMENT NO. 1	\$103,859.53
CONTRACT TO DATE	\$202,463.90

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

3. **TERM AND EFFECTIVE DATE**

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

A. This Agreement shall be effective when signed by the Agency and shall terminate on November 21, 2014, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the

Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

4. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Peter Ives
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

ADVANCED CHEMICAL TRANSPORT, INC.:

Walter Singer
CEO

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

Advanced Chemical Transport

**Scope of Work
(Amendment No. 1)
for
Collection Services
for
Household Hazardous Waste
at
BuRRT**

RFP #'13/09/P



November 1, 2013

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

Re: Request for Purchase Order for RFP #13/09/P - Professional Services for Household Hazardous Waste at the Buckman Road Recycling and Transfer Station.

Dear Mr. Kippenbrock:

Advanced Chemical Transport, Inc. is pleased to present this Request for Purchase Order for Household Hazardous Waste Professional Services at the Buckman Road Recycling Transfer Station. The Purchase Order will include the following:

- Task 1 – Regulatory Training
- Task 2 – On-Call Services
- Task 3 – Disposal and Transportation
- Task 4 – Supplies
- Task 5 – HHW Collection Event

These proposal documents have been prepared based on communications with your office. They are organized as follows for insertion into your standard contract form:

- Exhibit A – Scope of Work
- Exhibit B – Cost Proposal
- Exhibit C – Fee Schedule

Table 1 presents a summary of the Tasks needed to fulfill the requirements of the RFP.

Table 1 – Summary of Tasks for Request for Purchase Order

Task #	Task Name
1	Regulatory Training
2	On Call Service
3	Disposal
4	Supplies
5	HHW Collection Event



Table 2 presents the proposed cost of each task to be included in this Purchasing Order Request.

Table 2 - Proposed Cost for Each Task with Remaining Balance

Task #	Task Name	Proposed Price
1	Regulatory Training	\$ 1,940.94
2	On Call Service (Qualified Chemists/Consulting)	\$ 5,625.56
3	Disposal	\$ 64,526.78
4	Supplies	\$ 31,899.89
5	HHW Collection Events (estimate of 250 residents)	\$ 0.00
Total	Total Price	\$103,859.53

We look forward to assisting the Agency with continued support services of the new HHW Collection Center at the Buckman Recycling and Transfer Station. If there is any additional information needed, please feel free to contact me at 505-349-5220.

Sincerely;

Bill Littleton
Operations Manager
Advanced Chemical Transport, Inc.

**City of Santa Fe
Santa Fe Solid Waste Management Agency**

**Professional Services
For
Household Hazardous Waste
At the
Buckman Road Recycling and Transfer Station
For
Santa Fe Solid Waste Management Agency**

**Task 1 – Regulatory Training
Task 2 – On-Call Services
Task 3 – Disposal
Task 4 – Supplies
Task 5 – HHW Collection Events**

Submitted by



**6137 Edith Blvd. NE
Albuquerque, NM 87107
505-349-5220
Email: blittleton@advancedchemical.net**

November 1, 2013

EXHIBIT A – PROPOSED SCOPE OF WORK FOR:

Task 1 – Regulatory Training

Task 2 – On Call Services

Task 3 – Disposal

Task 4 - Supplies

Task 5 – HHW Collection Events

EXHIBIT A: PROPOSED SCOPE OF WORK

Task 1: Proposed Scope for Regulatory Training

In reference to the regulatory training required in the RFP, Advanced Chemical Transport (ACT) will be able to provide the required training through a qualified training subcontractor. The following classes will be provided, please see attached cost proposal for cost.

- 24 Hour HAZ-WOPER OSHA 29 CFR 1910.120
 - This course covers 24 hours of instruction, required by 29 CFR 1910.120(e) (3), OSHA's Hazardous Waste and Emergency Response training standard. This course is designed for workers on site only occasionally for a specific limited task and who are unlikely to be exposed over permissible exposure limits and published limits OR workers regularly on site who work in areas which have been monitored and fully characterized indicating that exposures are under permissible exposure limits and published exposure limits, where respirators are not necessary, there are no health hazards or the possibility of an emergency developing.
 - This class will be needed by any agency worker that plans on handling, bulking and packaging the HHW received by residents.
 - Annual 8 hour refresher will be required.
- DOT Hazardous Materials – 49 CFR 172
 - The Department of Transportation (49 CFR 172.704) makes training mandatory for almost anyone who handles hazardous materials, regardless of the amount. This affects employees who select or fill hazardous materials packages, label containers, complete shipping papers, load or unload vehicles, transload hazardous materials, or operate vehicles used in the transport of hazardous materials.
 - This class will be needed by any agency worker that plans on signing the disposal waste manifests.
 - 3 day class for initial training with an 8 hour refresher required every 3 years.
- HHW Technician Awareness Training
 - This is a HHW specific training created by ACT to cover very specific HHW topics, such as segregation, proper packaging, and proper labeling.
 - This class will be needed by any agency worker that plans on handling the HHW, such as unloading cars. Any task beyond unloading cars will be required to have the 24 Hour Haz-WOPER OSHA class.
- FEMA website offers FREE Introduction to Haz-Mat and Introduction to Household Hazardous Waste Online Training.
- Additional Training can be offered by ACT upon decision of Agency for further training, at which time, cost would be provided.

It is understood by ACT that the Agency may go direct to a qualified Environmental Training Company for the training required.

Task 2: Proposed Scope for On Call Services

On occasion the agency staff at the Facility may run across materials that are beyond the scope of what the agency would want their staff to handle or manage. In this type of situation, ACT would be able to

provide an as needed qualified chemist or hazardous materials technician to assist the agency in the identification and the proper handling, packaging, and storage of these types of waste.

Laboratory analysis of unknown HHW materials is rarely required. In those unique situations where additional analysis of an unknown is needed, ACT is well-equipped to identify the waste through basic field testing called fingerprinting.

The fingerprinting techniques routinely used include flash point, pH, color and appearance classification. These tests can result in significant cost reductions.

In the rare case that samples and outside analytical is required on a waste, ACT Technicians are trained and experienced in collecting hazardous waste and environmental samples. The sample preparation, collection and preservation is performed in compliance with applicable laws and regulations including EPA's SW-846, various sections of EPA 40 CFR, and all applicable TSDf profiling needs. A quote would be provided to the Agency for any additional analytical for a case by case approval. Any additional analytical will not be completed by ACT until the quote is approved by the Agency.

Analytical laboratory services will be provided through, but not necessarily limited to the following local laboratory:

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
(505) 345-3975

ACT would need at least 24 hour notice by the Agency to schedule the chemist or technician to come to the Facility to assist.

Task 3 – Disposal

ACT has invested much time and energy into creating an efficient and customer-friendly approach to the management of household hazardous waste. ACT has owned a Part B permit for its Albuquerque waste management operation since 2011 and the facility is currently permitted under Part B regulations. Although ACT currently restricts waste management functions under this permit to fuels bulking and waste storage, the permit has improved our ability to effectively manage wastes for our customers. Our TSDf operations under the permit provides for flexibility in waste storage in order to "build" cost-effective loads for transport to partner TSDfs and enables our facility personnel to store and bulk-ship waste meeting the criteria for fuels substitution disposal, ultimately reducing disposal costs for the generator.

To offer the Agency several pre-qualified disposal options, enhance reliability and minimize cost, ACT currently partners with many of the major Treatment, Storage and Disposal Facilities (TSDfs). ACT proposes to maintain our excellent partner relationships with a number of TSDfs for the Agency's HHW disposal and recycling requirements.

ACT will accept the following household hazardous waste: Household cleaners, paints, solvents, flammable products, pesticides, herbicides, fertilizers, auto fluids, auto and household batteries, glues, cements, pool chemicals, fluorescent bulbs, mercury thermostats/thermometers, propane cylinders and aerosol cans.

ACT will not accept the following items: Commercial waste (other than what is agreed on with Agency in regard to CESQG waste, industrial waste, medical waste, and helium tanks, compressed gas cylinders (other than propane), radioactive materials, ammunition, explosives, pharmaceutical medicines and Asbestos.

ACT will manage the Agency's HHW by the preferred methods of disposal or recycling. Our first option is to determine whether the material can be recycled, such as oil and batteries. Second option will be to recycle/reuse the material such as paint for fuel blending and energy recovery. Next option would be to neutralize such as corrosive liquids, then incineration, which would be pesticides. Last option preferred by the Agency is landfill. It is understood by ACT that the Agency may choose to handle some of the waste materials themselves that could reduce the cost to the Agency. These items may include but not limited to: batteries, non-regulated items or empty containers.

Task 4 – Supplies

ACT will assist the Agency in understanding the supply needs for the operation of the Facility (at least 1 year). ACT will be able to provide these supplies per the attached cost proposal or it is also understood that the Agency may purchase the supplies directly from the supplier to reduce the cost to the Agency.

Task 5 – Household Hazardous Waste Collection Events

ACT can confirm that it can and will adhere to all terms, statements and expectations documented by the Agency in RFP #13/09/P under Section 4 on starting on Page 15.

EXHIBIT B – COST PROPOSAL FOR TASKS:

Task 1 – Regulatory Training

Task 2 – On-Call Services

Task 3 – Disposal

Task 4 – Supplies

Task 5 – HHW Collection Events

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock

Scope Of Work

Task 1: To provide regulatory training for the employees of the HHW Collection Center at BuRTT.
Please note the cost below is for the training that is estimated to be needed for the time between November 1, 2013 and October 31, 2014.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
TRAINING	24 HOUR OSHA HAZ-WOPER TRAINING - INITIAL		\$ 642.00	PERSON	0	\$ -
TRAINING	8 HOUR OSHA HAZ-WOPER ANNUAL REFRESHER TRAINING		\$ 183.00	PERSON	10	\$ 1,830.00
TRAINING	DOT HAZARDOUS MATERIALS - INITIAL		\$ 669.00	PERSON	0	\$ -
TRAINING	DOT HAZARDOUS MATERIALS - 8 HOUR REFRESHER (EVERY 3 YEARS)		\$ 200.00	PERSON	0	\$ -
TRAINING	HHW TECHNICIAN		\$ 175.00	PERSON	0	\$ -
TRAINING	HHW INTRO TO HAZMAT	ON FEMA WEBSITE	\$ -	PERSON	0	\$ -

Subtotal	\$ 1,830.00
Tax	\$ 110.94
Total	\$ 1,940.94

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock

Scope Of Work

Task 2: To provide on-call services for HHW Collection Center at BuRTT.

Please note that this is not to exceed what is listed below between November 1, 2013 thru October 31, 2014.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
ABOR	HAZMAT TECHNICIAN	REGULAR	\$ 45.00	HOUR	40	\$ 1,800.00
ABOR	HAZMAT TECHNICIAN-OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 68.00	HOUR	1	\$ 68.00
ABOR	PROJECT MANAGER/CHEMIST	REGULAR	\$ 64.00	HOUR	40	\$ 2,560.00
ABOR	PROJECT MANAGER/CHEMIST-OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 96.00	HOUR	1	\$ 96.00
EQUIPMENT	COMPANY PICK-UP	TRAVEL TO SANTA FE	\$ 78.00	DAY	10	\$ 780.00
					Subtotal	\$ 5,304.00
					Tax	\$ 321.56
					Total	\$ 5,625.56



Cost Proposal - Task 3 Disposal

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock

Scope Of Work

Task 3: To provide disposal of the Household Hazardous Waste at the HHW Collection Center at BuRTT. This is a one year estimate of quantity.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
ISPOSAL	CORROSIVE ACIDS	PER POUND	\$ 1.97	LB	1	\$ 1.97
ISF L	CORROSIVE ACIDS	MINIMUM (55 GALLON DRUM)	\$ 233.00	DRUM	16	\$ 3,728.00
ISPOSAL	CORROSIVE BASES	PER POUND	\$ 1.97	LB	1	\$ 1.97
ISPOSAL	CORROSIVE BASES	MINIMUM (55 GALLON DRUM)	\$ 233.00	DRUM	16	\$ 3,728.00
ISPOSAL	AEROSOLS	PER POUND	\$ 0.87	LB	3150	\$ 2,740.50
ISPOSAL	AEROSOLS	MINIMUM (CUBIC YARD BOX)	\$ 565.00	CYB	2	\$ 1,130.00
ISPOSAL	ADHESIVES/RESINS	55 GALLON DRUM	\$ 184.50	DRUM	1	\$ 184.50
ISPOSAL	ALKALINE BATTERIES	PER POUND (25 LB MINIMUM)	\$ 0.81	LB	75	\$ 60.75
ISPOSAL	FERTILIZERS	PER POUND	\$ 2.97	LB	1	\$ 2.97
ISPOSAL	FERTILIZERS	MINIMUM (55 GALLON DRUM)	\$ 164.00	DRUM	20	\$ 3,280.00
ISPOSAL	FLAMMABLE LIQUIDS/PAINT	BULKED 55 GALLON DRUMS	\$ 150.00	DRUM	73	\$ 10,950.00
ISPOSAL	LATEX PAINT	BULKED 55 GALLON DRUMS	\$ 150.00	DRUM	60	\$ 9,000.00
ISPOSAL	FLAMMABLE/TOXIC LIQUID	PER POUND	\$ 1.97	LB	1	\$ 1.97
ISPOSAL	FLAMMABLE/TOXIC LIQUID	MINIMUM (55 GALLON DRUM)	\$ 233.00	DRUM	16	\$ 3,728.00

SPOSAL	FLUORESCENT LIGHT TUBES	PER FOOT	\$ 0.12	FT	75	\$ 9.00
SPOSAL	CIRCULAR/U-TUBE LAMPS	PER LAMP	\$ 0.78	LAMP	75	\$ 58.50
SPOSAL	HID LAMPS	PER LAMP	\$ 1.68	LAMP	75	\$ 126.00
SPOSAL	LEAD ACID BATTERIES - VEHICLE	PER POUND	\$ -	LB	6500	\$ -
SPOSAL	LITHIUM BATTERIES	PER POUND(25 LB MINIMUM)	\$ 2.15	LB	75	\$ 161.25
SPOSAL	NICKEL CADMIUM BATTERIES	PER POUND(15 LB MINIMUM)	\$ 0.92	LB	75	\$ 69.00
SPOSAL	MIXED BATTERIES	PER POUND(25 LB MINIMUM)	\$ 10.56	LB	75	\$ 792.00
SPOSAL	MERCURY CONTAINING ARTICLES	5 GALLON PAIL	\$ 329.00	PAIL	3	\$ 987.00
SPOSAL	MERCURY COMPOUNDS	5 GALLON PAIL	\$ 329.00	PAIL	1	\$ 329.00
SPOSAL	NON-RCRA SOLIDS	CUBIC YARD BOX	\$ 338.00	CYB	1	\$ 338.00
SPOSAL	ORGANIC PEROXIDE	5 GALLON PAIL	\$ 256.00	PAIL	3	\$ 768.00
SPOSAL	OXIDIZER - SOLID	PER POUND	\$ 2.90	LB	1	\$ 2.90
SPOSAL	OXIDIZER - SOLID	MINIMUM (20 GALLON DRUM)	\$ 105.00	DRUM	5	\$ 525.00
SPOSAL	OXIDIZER - LIQUID	PER POUND	\$ 2.90	LB	1	\$ 2.90
SPOSAL	OXIDIZER - LIQUID	20 GALLON DRUM	\$ 120.00	DRUM	5	\$ 600.00
SPOSAL	PCB LIQUIDS	55 GALLON DRUM	\$ 617.00	DRUM	1	\$ 617.00
SPOSAL	PCB BALLASTS	20 GALLON DRUM	\$ 87.00	DRUM	1	\$ 87.00
SPOSAL	TOXIC SOLIDS	PER POUND	\$ 1.97	LB	1	\$ 1.97
SPOSAL	TOXIC SOLIDS	MINIMUM (55 GALLON DRUM)	\$ 233.00	DRUM	16	\$ 3,728.00
SPOSAL	TOXIC LIQUIDS	PER POUND	\$ 1.97	LB	1	\$ 1.97
SPOSAL	TOXIC LIQUIDS	MINIMUM (55 GALLON DRUM)	\$ 233.00	DRUM	1	\$ 233.00
SPOSAL	REACTIVE LABPPACKS	PER POUND	\$ 5.49	LB	1	\$ 5.49
SPOSAL	REACTIVE LABPPACKS	MINIMUM (5 GALLON PAIL)	\$ 247.03	PAIL	3	\$ 741.09
SPOSAL	USED OIL	55 GALLON DRUM	\$ 123.00	DRUM	8	\$ 984.00
SPOSAL	USED OIL	275 GALLON TOTE	\$ 563.75	TOTE	8	\$ 4,510.00
SPOSAL	SMALL BBQ PROPANE CYLINDERS	EACH CYLINDER	\$ 15.38	CYL	50	\$ 769.00

DISPOSAL	LARGE BBQ PROPANE CYCLINDERS	EACH CYLINDER	\$ 51.25	CYL	15	\$ 768.75
DISPOSAL	FIRE EXTINGUISHER		\$ 82.00	EACH	17	\$ 1,394.00
DISPOSAL	MISCELLANEOUS CYLINDERS	PRICING WILL BE CASE BY CASE	\$ -	CBC	0	\$ -
DISPOSAL	SPECIALTY ITEMS	PRICING WILL BE CASE BY CASE	\$ -	CBC	0	\$ -
TRANSPORTATION	PICK-UP FEE	EACH PICK-UP	\$ 615.00		6	\$ 3,690.00
Subtotal						\$ 60,838.45
Tax						\$ 3,688.33
Total						\$ 64,526.78

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock

Scope Of Work

Task 1: To provide supplies and containers as needed for the operation of the HHW Collection Center located at CURTT. This is a one year estimate of quantity.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
SUPPLIES	275 GALLON POLY TOTE		\$ 275.00	TOTE	8	\$ 2,200.00
SUPPLIES	55 GALLON OPEN TOP RECONDITIONED DRUM		\$ 65.00	DRUM	133	\$ 8,645.00
SUPPLIES	55 GALLON OPEN TOP POLY DRUM		\$ 120.00	DRUM	84	\$ 10,080.00
SUPPLIES	30 GALLON OPEN TOP DRUM		\$ 99.50	DRUM	7	\$ 696.50
SUPPLIES	20 GALLON OPEN TOP DRUM		\$ 90.00	DRUM	10	\$ 900.00
SUPPLIES	5 GALLON OPEN TOP PAIL		\$ 20.00	PAIL	16	\$ 320.00
SUPPLIES	4 FOOT LIGHT BULB BOXES		\$ 5.00	BOX	6	\$ 30.00
SUPPLIES	8 FOOT LIGHT BULB BOXES		\$ 10.00	BOX	3	\$ 30.00
SUPPLIES	CUBIC YARD BOXES W/LINER		\$ 100.00	BOX	8	\$ 800.00
SUPPLIES	EXTRA CUBIC YARD BOX LINERS		\$ 15.00	EACH	3	\$ 45.00
SUPPLIES	85 GALLON STEEL OVERPACK DRUMS		\$ 395.00	DRUM	3	\$ 1,185.00
SUPPLIES	95 GALLON POLY OVERPACK DRUMS		\$ 240.00	DRUM	3	\$ 720.00
SUPPLIES	6 MIL ROLL OF PLASTIC		\$ 175.00	ROLL	2	\$ 350.00
SUPPLIES	VERMICULITE		\$ 27.00	BAG	75	\$ 2,025.00

SUPPLIES	FLOOR DRY		\$ 17.00	BAG	50	\$ 850.00
SUP S - PPE	LEVEL D WITH TYVEC SMOCK, BOOTS, GLOVES, GLASSES	PER DAY	\$ 50.00	EACH	16	\$ 800.00
SUPPLIES - PPE	LEVEL C WITH CPF1 OR CPF2	CASE BY CASE OF WHICH TYPE	\$ 50.00	EACH	8	\$ 400.00
Subtotal						\$ 30,076.50
Tax						\$ 1,823.39
Total						\$ 31,899.89



Cost Proposal - Task 5
HHW Collection Event

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock

Scope Of Work

Task 1: In the event that the services are needed for a household hazardous waste collection event. The prices are listed for any future event that may or may not happen.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
LABOR/DISPOSAL/TRANS	HHW RESIDENT	PER VEHICLE PRICE	\$ 61.00	VEHICLE	0	\$0.00
EQUIPMENT	MOBILIZATION/DEMOBILIZATION	TO SANTA FE	\$ 3,000.00	EVENT	0	\$0.00
Subtotal						\$0.00
Tax						\$0.00
Total						\$0.00

EXHIBIT C – FEE SCHEDULE

ADVANCED CHEMICAL TRANSPORT, INC. – FEE SCHEDULE

Effective November 1, 2013 – October 31, 2014

	<u>Rate (\$)</u>
• Project Manager	\$64.00/hour
• Project Manager – Overtime (over 8 hours)	\$96.00/hour
• Field Chemist	\$64.00/hour
• Field Chemist - Overtime (over 8 hours)	\$96.00/hour
• Hazmat Technician	\$45.00/hour
• Hazmat Technician - Overtime (over 8 hours)	\$68.00/hour
• Company Pick-up	\$78.00/day

1. The rates are effective through October 31, 2014. Work performed thereafter is subject to a new fee schedule issued for the new period beginning September, 1 2014.
2. Invoices will be prepared monthly for any work completed in a calendar month. Advanced Chemical Transport's, Inc. payment terms are Net 30 days.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(HHW Collection Services - 2012)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Advanced Chemical Transport, Inc., Albuquerque, NM (the "Contractor") for the collection services of household hazardous waste at the Buckman Road Recycling and Transfer Station (RFP No. '13/09/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Ninety -Eight Thousand Six Hundred Four Dollars and Thirty-Seven Cents (\$98,604.37).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 15, 2013, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.
- 2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.
- 3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

- A. Contractor, its agents, and its employees are independent contractors performing professional services for the Agency and are not employees of the Agency.
- B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency, and

shall not be permitted to use Agency vehicles in the performance of this Agreement.

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

Contractor, upon acceptance of final payment of the amount due under this Agreement, releases the Agency, its officers, and its employees from all liabilities, claims, and obligations whatsoever arising from or under this Agreement. Contractor agrees not

to purport to bind the Agency to any obligation not assumed herein by the Agency unless Contractor has express written authority to do so, and then only within the strict limits of that authority.

12. INSURANCE

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

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

C. Contractor shall maintain sufficient professional liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 per occurrence.

13. INDEMNIFICATION

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

account of any suit, judgment, execution, claim, action, or demand whatsoever 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

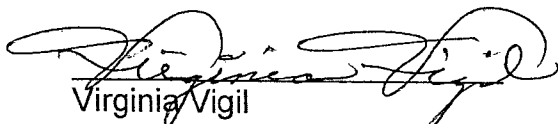
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Advanced Chemical Transport, Inc.
6137 Edith Blvd, NE
Albuquerque, NM 87107

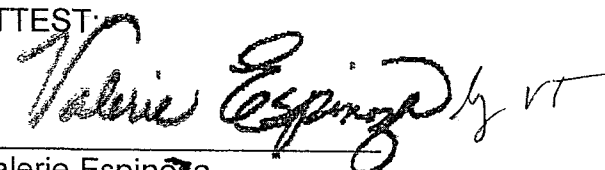
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:


Virginia Vigil
Chairperson

11/15/12
Date:

ATTEST:

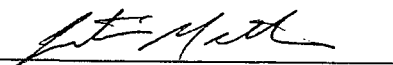

Valerie Espinoza
Santa Fe County Clerk

CONTRACTOR:


Walter Singer
CEO
Advanced Chemical Transport, Inc.

11/26/12
Date:

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

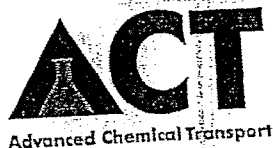
11/15/12
Date:

EXHIBIT A

Advanced Chemical Transport, Inc.

**Scope of Work
(Tasks 1 through 6)
for
Collection Services
for
Hazardous Household Waste
at the
Buckman Road Recycling and Transfer Station**

RFP No. '13/09/P



November 7, 2012

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

Re: Request for Purchase Order for RFP #13/09/P - Professional Services for Household Hazardous Waste at the Buckman Road Recycling and Transfer Station.

Dear Mr. Kippenbrock:

Advanced Chemical Transport, Inc. is pleased to present this Request for Purchase Order for Household Hazardous Waste Professional Services at the Buckman Road Recycling Transfer Station. The Purchase Order will include the following:

- Task 1 - Regulatory Training
- Task 2 - On-Call Services
- Task 3 - Disposal and Transportation
- Task 4 - Supplies
- Task 5 - Conditionally Exempt Small Quantity Generator Service
- Task 6 - HHW Collection Event

These proposal documents have been prepared based on communications with your office. They are organized as follows for insertion into your standard contract form:

- Exhibit A - Scope of Work
- Exhibit B - Cost Proposal
- Exhibit C - Fee Schedule

Table 1 presents a summary of the Tasks needed to fulfill the requirements of the RFP.

Table 1 - Summary of Tasks for Request for Purchase Order

Task #	Task Name
1	Regulatory Training
2	On Call Service
3	Disposal
4	Supplies
5	Conditionally Exempt Small Quantity Generator Plan
6	HHW Collection Event



Advanced Chemical Transport

Table 2 presents the proposed cost of each task to be included in this Purchasing Order Request.

Table 2 - Proposed Cost for Each Task with Remaining Balance

Task #	Task Name	Proposed Price
1	Regulatory Training	\$ 1,940.94
2	On Call Service (Qualified Chemists/Consulting)	\$ 5,625.56
3	Disposal	\$ 59,137.98
4	Supplies	\$ 31,899.89
5	Conditionally Exempt Small Quantity Generator Plan (Small Business Generator will be responsible for their own costs)	\$ 0.00
6	HHW Collection Events (estimate of 250 residents)	\$ 0.00
Total	Total Price	\$98,604.37

We look forward to assisting the Agency with continued support services of the new HHW Collection Center at the Buckman Recycling and Transfer Station. If there is any additional information needed, please feel free to contact me at 505-349-5220.

Sincerely;

Polly J. Wagner

Polly J Wagner
Account Manager
Advanced Chemical Transport, Inc.

**City of Santa Fe
Santa Fe Solid Waste Management Agency**

**Professional Services
For
Household Hazardous Waste
At the
Buckman Road Recycling and Transfer Station
For
Santa Fe Solid Waste Management Agency**

- Task 1 – Regulatory Training**
- Task 2 – On-Call Services**
- Task 3 – Disposal**
- Task 4 – Supplies**
- Task 5 – Conditionally Exempt Small Quantity Generator Plan**
- Task 6 – HHW Collection Events**

Submitted by



Advanced Chemical Transport

6137 Edith Blvd. NE
Albuquerque, NM 87107
505-349-5220
Email: pwagner@advancedchemical.net

November 7, 2012

EXHIBIT A – PROPOSED SCOPE OF WORK FOR:

- Task 1 – Regulatory Training**
- Task 2 – On Call Services**
- Task 3 – Disposal**
- Task 4 - Supplies**
- Task 5 – Conditionally Exempt Small Quantity Generator Plan**
- Task 6 – HHW Collection Events**

EXHIBIT A: PROPOSED SCOPE OF WORK

Task 1: Proposed Scope for Regulatory Training

In reference to the regulatory training required in the RFP, Advanced Chemical Transport (ACT) will be able to provide the required training through a qualified training subcontractor. The following classes will be provided, please see attached cost proposal for cost.

- 24 Hour HAZ-WOPER OSHA 29 CFR 1910.120
 - This course covers 24 hours of instruction, required by 29 CFR 1910.120(e) (3), OSHA's Hazardous Waste and Emergency Response training standard. This course is designed for workers on site only occasionally for a specific limited task and who are unlikely to be exposed over permissible exposure limits and published limits OR workers regularly on site who work in areas which have been monitored and fully characterized indicating that exposures are under permissible exposure limits and published exposure limits, where respirators are not necessary, there are no health hazards or the possibility of an emergency developing.
 - This class will be needed by any agency worker that plans on handling, bulking and packaging the HHW received by residents.
 - Annual 8 hour refresher will be required.
- DOT Hazardous Materials – 49 CFR 172
 - The Department of Transportation (49 CFR 172.704) makes training mandatory for almost anyone who handles hazardous materials, regardless of the amount. This affects employees who select or fill hazardous materials packages, label containers, complete shipping papers, load or unload vehicles, transload hazardous materials, or operate vehicles used in the transport of hazardous materials.
 - This class will be needed by any agency worker that plans on signing the disposal waste manifests.
 - 3 day class for initial training with an 8 hour refresher required every 3 years.
- HHW Technician Awareness Training
 - This is a HHW specific training created by ACT to cover very specific HHW topics, such as segregation, proper packaging, and proper labeling.
 - This class will be needed by any agency worker that plans on handling the HHW, such as unloading cars. Any task beyond unloading cars will be required to have the 24 Hour Haz-WOPER OSHA class.
- FEMA website offers FREE Introduction to Haz-Mat and Introduction to Household Hazardous Waste Online Training.
- Additional Training can be offered by ACT upon decision of Agency for further training, at which time, cost would be provided.

It is understood by ACT that the Agency may go direct to a qualified Environmental Training Company for the training required.

Task 2: Proposed Scope for On Call Services

On occasion the agency staff at the Facility may run across materials that are beyond the scope of what the agency would want their staff to handle or manage. In this type of situation, ACT would be able to

provide an as needed qualified chemist or hazardous materials technician to assist the agency in the identification and the proper handling, packaging, and storage of these types of waste.

Laboratory analysis of unknown HHW materials is rarely required. In those unique situations where additional analysis of an unknown is needed, ACT is well-equipped to identify the waste through basic field testing called fingerprinting.

The fingerprinting techniques routinely used include flash point, pH, color and appearance classification. These tests can result in significant cost reductions.

In the rare case that samples and outside analytical is required on a waste, ACT Technicians are trained and experienced in collecting hazardous waste and environmental samples. The sample preparation, collection and preservation is performed in compliance with applicable laws and regulations including EPA's SW-846, various sections of EPA 40 CFR, and all applicable TSDF profiling needs. A quote would be provided to the Agency for any additional analytical for a case by case approval. Any additional analytical will not be completed by ACT until the quote is approved by the Agency.

Analytical laboratory services will be provided through, but not necessarily limited to the following local laboratory:

Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, NM 87109
(505) 345-3975

ACT would need at least 24 hour notice by the Agency to schedule the chemist or technician to come to the Facility to assist.

Task 3 – Disposal

ACT (formerly Rinchem Company) has invested much time and energy into creating an efficient and customer-friendly approach to the management of household hazardous waste. Rinchem, now ACT, has owned a Part B permit for its Albuquerque waste management operation since 1988 and the facility is currently permitted under Part B regulations. Although ACT currently restricts waste management functions under this permit to fuels bulking and waste storage, the permit has improved our ability to effectively manage wastes for our customers. Our TSDF operations under the permit provides for flexibility in waste storage in order to "build" cost-effective loads for transport to partner TSDFs and enables our facility personnel to store and bulk-ship waste meeting the criteria for fuels substitution disposal, ultimately reducing disposal costs for the generator.

To offer the Agency several pre-qualified disposal options, enhance reliability and minimize cost, ACT currently partners with many of the major Treatment, Storage and Disposal Facilities (TSDFs). ACT proposes to maintain our excellent partner relationships with a number of TSDFs for the Agency's HHW disposal and recycling requirements.

ACT will accept the following household hazardous waste: Household cleaners, paints, solvents, flammable products, pesticides, herbicides, fertilizers, auto fluids, auto and household batteries, glues, cements, pool chemicals, fluorescent bulbs, mercury thermostats/thermometers, propane cylinders and aerosol cans.

ACT will not accept the following items: Commercial waste (other than what is agreed on with Agency in regard to CESQG waste, industrial waste, medical waste, and helium tanks, compressed gas cylinders (other than propane), radioactive materials, ammunition, explosives, pharmaceutical medicines and Asbestos.

ACT will manage the Agency's HHW by the preferred methods of disposal or recycling. Our first option is to determine whether the material can be recycled, such as oil and batteries. Second option will be to recycle/reuse the material such as paint for fuel blending and energy recovery. Next option would be to neutralize such as corrosive liquids, then incineration, which would be pesticides. Last option preferred by the Agency is landfill. It is understood by ACT that the Agency may choose to handle some of the waste materials themselves that could reduce the cost to the Agency. These items may include but not limited to: batteries, non-regulated items or empty containers.

Task 4 – Supplies

ACT will assist the Agency in understanding the supply needs for the operation of the Facility (at least 1 year). ACT will be able to provide these supplies per the attached cost proposal or it is also understood that the Agency may purchase the supplies directly from the supplier to reduce the cost to the Agency.

Task 5 – Conditionally Exempt Small Quantity Generator Plan

ACT can confirm that it can and will adhere to all terms, statements and expectations documented by the Agency regarding Conditionally Exempt Small Quantity Generator (CESQG) Waste. It is understood that ACT will work jointly with the Agency to satisfy this service while dealing with the CESQG independently for payment. This CESQG plan will include the following:

1. Allow qualifying businesses and generators to make appointments through a hotline for a coordinated pick-up between ACT and the Generator of CESQG waste.
2. Request that each Facility user fill out a Survey and/or Certification form if they are a CESQG.
3. Provide each CESQG with a copy of the certification form for the types and amounts of waste that have been accepted.
4. Provide a minimum availability of at least one day monthly for conditionally exempt generators to bring their waste to the Facility. ACT understands that they may use the Facility for receiving and packaging the waste from the generator but must provide labor and supplies.
5. ACT will work out the fees associated with the generator and not charge the Agency for any costs associated with CESQG.

Task 6 – Household Hazardous Waste Collection Events

ACT can confirm that it can and will adhere to all terms, statements and expectations documented by the Agency in RFP #13/09/P under Section 4 on starting on Page 15.

EXHIBIT B – COST PROPOSAL FOR TASKS:

Task 1 – Regulatory Training

Task 2 – On-Call Services

Task 3 – Disposal

Task 4 - Supplies

Task 5 – Conditionally Exempt Small Quantity Generator Plan

(There will be no cost to the Agency for Task 3 - CESQG Services; the generator will pay ACT for these services.)

Task 6 – HHW Collection Events



Cost Proposal - Task 1 Regulatory Training

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock and Mike
Smith

Scope Of Work

Task 1: To provide regulatory training for the employees of the HHW Collection Center at BuRTT.

*Please note the cost below is for the training that is estimated to be needed for the time between November 1, 2012 and October 31, 2013.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
TRAINING	24 HOUR OSHA HAZ-WOPER TRAINING - INITIAL		\$ 642.00	PERSON	0	\$ -
TRAINING	8 HOUR OSHA HAZ-WOPER ANNUAL REFRESHER TRAINING		\$ 183.00	PERSON	10	\$ 1,830.00
TRAINING	DOT HAZARDOUS MATERIALS INITIAL		\$ 669.00	PERSON	0	\$ -
TRAINING	DOT HAZARDOUS MATERIALS 8 HOUR REFRESHER (EVERY 3 YEARS)		\$ 200.00	PERSON	0	\$ -
TRAINING	HHW TECHNICIAN		\$ 175.00	PERSON	0	\$ -
TRAINING	HHW INTRO TO HAZOMAT	ON FEMA WEBSITE	\$ -	PERSON	0	\$ -
Subtotal						\$ 1,830.00
Tax						\$ 110.94
Total						\$ 1,940.94



Cost Proposal - Task 2

On-Call Service

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock and Mike Smith

Scope Of Work

Task 2: To provide on-call services for HHW Collection Center at BuRTT.

*Please note that this is not to exceed what is listed below between November 1, 2012 thru October 31, 2013.

Price						
Category	Item	Comments	Cost	Units	Amount	Extended
LABOR	HAZMAT TECHNICIAN	REGULAR	\$ 45.00	HOUR	40	\$ 1,800.00
LABOR	HAZMAT TECHNICIAN-OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 68.00	HOUR	1	\$ 68.00
LABOR	PROJECT MANAGER/CHEMIST	REGULAR	\$ 64.00	HOUR	40	\$ 2,560.00
LABOR	PROJECT MANAGER/CHEMIST-OT	OVERTIME (OVER 8 HOURS OR WEEKENDS)	\$ 96.00	HOUR	1	\$ 96.00
EQUIPMENT	COMPANY PICK-UP	TRAVEL TO SANTA FE	\$ 78.00	DAY	10	\$ 780.00
Subtotal						\$ 5,304.00
Tax						\$ 321.56
Total						\$ 5,625.56



Cost Proposal - Task 3 Disposal

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock and Mike Smith

Scope Of Work

Task 3: To provide disposal of the Household Hazardous Waste at the HHW Collection Center at BuRTT. This is a one year estimate of quantity.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
DISPOSAL	CORROSIVE ACIDS	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	CORROSIVE ACIDS	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	16	\$ 3,632.00
DISPOSAL	CORROSIVE BASES	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	CORROSIVE BASES	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	16	\$ 3,632.00
DISPOSAL	AEROSOLS	PER POUND	\$ 0.85	LB	3150	\$ 2,677.50
DISPOSAL	AEROSOLS	MINIMUM (CUBIC YARD BOX)	\$ 551.00	CYB	2	\$ 1,102.00
DISPOSAL	ADHESIVES/RESINS	55 GALLON DRUM	\$ 180.00	DRUM	1	\$ 180.00
DISPOSAL	ALKALINE BATTERIES	PER POUND (25 LB MINIMUM)	\$ 0.79	LB	75	\$ 59.25
DISPOSAL	FERTILIZERS	PER POUND	\$ 2.90	LB	1	\$ 2.90
DISPOSAL	FERTILIZERS	MINIMUM (55 GALLON DRUM)	\$ 160.00	DRUM	20	\$ 3,200.00
DISPOSAL	FLAMMABLE LIQUIDS/PAINT	BULKED 55 GALLON DRUMS	\$ 120.00	DRUM	133	\$ 15,960.00
DISPOSAL	FLAMMABLE/TOXIC LIQUID	PER POUND	\$ 1.97	LB	1	\$ 1.97
DISPOSAL	FLAMMABLE/TOXIC LIQUID	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	16	\$ 3,632.00
DISPOSAL	FLUORESCENT LIGHT TUBES	PER FOOT	\$ 0.12	FT	75	\$ 9.00

DISPOSAL	CIRCULAR/U-TUBE LAMPS	PER LAMP	\$ 0.76	LAMP	75	\$ 57.00
DISPOSAL	HID LAMPS	PER LAMP	\$ 1.65	LAMP	75	\$ 123.75
DISPOSAL	LEAD ACID BATTERIES - VEHICLE	PER POUND	\$ -	LB	6500	\$ -
DISPOSAL	LITHIUM BATTERIES	PER POUND(25 LB MINIMUM)	\$ 2.10	LB	75	\$ 157.50
DISPOSAL	NICKEL CADMIUM BATTERIES	PER POUND(15 LB MINIMUM)	\$ 0.90	LB	75	\$ 67.50
DISPOSAL	MIXED BATTERIES	PER POUND(25 LB MINIMUM)	\$ 10.30	LB	75	\$ 772.50
DISPOSAL	MERCURY CONTAINING ARTICLES	5 GALLON PAIL	\$ 280.00	PAIL	3	\$ 840.00
DISPOSAL	MERCURY COMPOUNDS	5 GALLON PAIL	\$ 321.00	PAIL	1	\$ 321.00
DISPOSAL	NON-RCRA SOLIDS	CUBIC YARD BOX	\$ 330.00	CYB	1	\$ 330.00
DISPOSAL	ORGANIC PEROXIDE	5 GALLON PAIL	\$ 250.00	PAIL	3	\$ 750.00
DISPOSAL	OXIDIZER - SOLID	PER POUND	\$ 2.90	LB	1	\$ 2.90
DISPOSAL	OXIDIZER - SOLID	MINIMUM (20 GALLON DRUM)	\$ 105.00	DRUM	5	\$ 525.00
DISPOSAL	OXIDIZER - LIQUID	PER POUND	\$ 2.90	LB	1	\$ 2.90
DISPOSAL	OXIDIZER - LIQUID	20 GALLON DRUM	\$ 120.00	DRUM	5	\$ 600.00
DISPOSAL	PCB LIQUIDS	55 GALLON DRUM	\$ 617.00	DRUM	1	\$ 617.00
DISPOSAL	PCB BALLASTS	20 GALLON DRUM	\$ 87.00	DRUM	1	\$ 87.00
DISPOSAL	TOXIC SOLIDS	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	TOXIC SOLIDS	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	16	\$ 3,632.00
DISPOSAL	TOXIC LIQUIDS	PER POUND	\$ 1.91	LB	1	\$ 1.91
DISPOSAL	TOXIC LIQUIDS	MINIMUM (55 GALLON DRUM)	\$ 227.00	DRUM	1	\$ 227.00
DISPOSAL	REACTIVE LABPPACKS	PER POUND	\$ 5.36	LB	1	\$ 5.36
DISPOSAL	REACTIVE LABPPACKS	MINIMUM (5 GALLON PAIL)	\$ 241.00	PAIL	3	\$ 723.00
DISPOSAL	USED OIL	55 GALLON DRUM	\$ 120.00	DRUM	8	\$ 960.00
DISPOSAL	USED OIL	275 GALLON TOTE	\$ 550.00	TOTE	8	\$ 4,400.00
DISPOSAL	SMALL BBQ PROPANE CYLINDERS	EACH CYLINDER	\$ 15.00	CYL	50	\$ 750.00
DISPOSAL	LARGE BBQ PROPANE CYLINDERS	EACH CYLINDER	\$ 50.00	CYL	15	\$ 750.00

DISPOSAL	FIRE EXTINGUISHER		\$ 80.00	EACH	17	\$ 1,360.00
DISPOSAL	MISCELLANEOUS CYLINDERS	PRICING WILL BE CASE BY CASE	\$ -	CBC	0	\$ -
DISPOSAL	SPECIALTY ITEMS	PRICING WILL BE CASE BY CASE	\$ -	CBC	0	\$ -
TRANSPORTATION	PICK-UP FEE	EACH PICK-UP	\$ 600.00		6	\$ 3,600.00
Subtotal						\$ 55,757.67
Tax						\$ 3,380.31
Total						\$ 59,137.98



Cost Proposal - Task 4

Supplies

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock and Mike Smith

Scope Of Work

Task 1: To provide supplies and containers as needed for the operation of the HHW Collection Center located at BuRTT. This is a one year estimate of quantity.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
SUPPLIES	275 GALLON POLY TOTE		\$ 275.00	TOTE	8	\$ 2,200.00
SUPPLIES	55 GALLON OPEN TOP RECONDITIONED DRUM		\$ 65.00	DRUM	133	\$ 8,645.00
SUPPLIES	55 GALLON OPEN TOP POLY DRUM		\$ 120.00	DRUM	84	\$ 10,080.00
SUPPLIES	30 GALLON OPEN TOP DRUM		\$ 99.50	DRUM	7	\$ 696.50
SUPPLIES	20 GALLON OPEN TOP DRUM		\$ 90.00	DRUM	10	\$ 900.00
SUPPLIES	5 GALLON OPEN TOP PAIL		\$ 20.00	PAIL	16	\$ 320.00
SUPPLIES	4 FOOT LIGHT BULB BOXES		\$ 5.00	BOX	6	\$ 30.00
SUPPLIES	8 FOOT LIGHT BULB BOXES		\$ 10.00	BOX	3	\$ 30.00
SUPPLIES	CUBIC YARD BOXES W/LINER		\$ 100.00	BOX	8	\$ 800.00
SUPPLIES	EXTRA CUBIC YARD BOX LINERS		\$ 15.00	EACH	3	\$ 45.00
SUPPLIES	85 GALLON STEEL OVERPACK DRUMS		\$ 395.00	DRUM	3	\$ 1,185.00
SUPPLIES	95 GALLON POLY OVERPACK DRUMS		\$ 240.00	DRUM	3	\$ 720.00
SUPPLIES	6 MIL ROLL OF PLASTIC		\$ 175.00	ROLL	2	\$ 350.00
SUPPLIES	VERMICULITE		\$ 27.00	BAG	75	\$ 2,025.00

SUPPLIES	FLOOR DRY		\$ 17.00	BAG	50	\$ 850.00
ES - PPE	LEVEL D WITH TYVEC SMOCK, BOOTS, GLOVES, GLASSES	PER DAY	\$ 50.00	EACH	16	\$ 800.00
SUPPLIES - PPE	LEVEL C WITH CPF1 OR CPF2	CASE BY CASE OF WHICH TYPE	\$ 50.00	EACH	8	\$ 400.00
Subtotal						\$ 30,076.50
Tax						\$ 1,823.39
Total						\$ 31,899.89



Cost Proposal - Task 6
HHW Collection Event

Prepared For: Santa Fe Solid Waste Management Agency

Address: 149 Wildlife Way

Santa Fe, NM 87506-8342

Attention : Randall Kippenbrock and Mike
 Smith

Scope Of Work

Task 1: In the event that the services are needed for a household hazardous waste collection event. The prices are listed for any future event that may or may not happen.

Price

Category	Item	Comments	Cost	Units	Amount	Extended
LABOR/DISPOSAL/ INS	HHW RESIDENT	PER VEHICLE PRICE	\$ 61.00	VEHICLE	0	\$0.00
EQUIPMENT	MOBILIZATION/ DEMOBILIZATION	TO SANTA FE	\$ 3,000.00	EVENT	0	\$0.00
Subtotal						\$0.00
Tax						\$0.00
Total						\$0.00

EXHIBIT C – FEE SCHEDULE


ADVANCED CHEMICAL TRANSPORT, INC. – FEE SCHEDULE

Effective November 1, 2012 – October 31, 2013

	<u>Rate (\$)</u>
• Project Manager	\$64.00/hour
• Project Manager – Overtime (over 8 hours)	\$96.00/hour
• Field Chemist	\$64.00/hour
• Field Chemist - Overtime (over 8 hours)	\$96.00/hour
• Hazmat Technician	\$45.00/hour
• Hazmat Technician - Overtime (over 8 hours)	\$68.00/hour
• Company Pick-up	\$78.00/day

1. The rates are effective through October 31, 2013. Work performed thereafter is subject to a new fee schedule issued for the new period beginning September, 1 2013.
2. Invoices will be prepared monthly for any work completed in a calendar month. Advanced Chemical Transport's, Inc. payment terms are Net 30 days.

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2013
Subject: Request for Approval of Amendment No. 1 to the Professional Services Agreement with Natural Evolution, Inc. of Tulsa, OK, for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP '13/01/P).

BACKGROUND & SUMMARY:

On November 15, 2012, the Joint Powers Board approved RFP No. '13/01/P to Natural Evolution, Inc. of Tulsa, OK, for electronic waste recycling services for the Buckman Road Recycling and Transfer Station (BuRRT).

In general, the services consist of the following tasks:

- Transportation of packaged electronic waste collected from BuRRT
- De-manufacturing of electronic waste at the Natural Evolution facility
- Provide for proper disposal, recycling, and waste handling of all materials
- Provide for secure sanitization and/or destruction of data from storage media
- Pay the Agency \$0.02 per pound for all items collected except for CRT and LCD monitors, based on 28,000 net pounds loads
- Maintain e-Stewards certification and standards for responsible recycling and reuse of electronic equipment

Funding is not required at this time as this will be a revenue-generating agreement. Approximately 99,280 pounds of materials were shipped out in the past 12 months, which has a revenue value of \$1,600.00 at \$0.02 per pound for all items collected except for CRT and LCD monitors.

Amendment No. 1 will extend the Agreement to November 21, 2014. 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:

Staff recommends approval of Amendment No. 1 to the Professional Services Agreement with Natural Evolution, Inc. for electronic waste recycling services at the Buckman Road Recycling and Transfer Station.

Attachments: 1) Professional Services Agreement – Amendment No. 1
2) Professional Services Agreement

ATTACHMENT

Professional Services Agreement - Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
(E-Waste Recycling Services - 2012)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 15, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and Natural Evolution, Inc., Tulsa, OK (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide environmental services to the Agency.

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

1. TERM AND EFFECTIVE DATE

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

- A. This Agreement shall be effective when signed by the Agency and shall terminate on November 21, 2014, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the

Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Peter Ives
Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

NATURAL EVOLUATION, INC.:

Tracie Phillips
President/CEO

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Electronic Waste Recycling Services - 2012)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Natural Evolution, Inc. (the "Contractor") for Electronic Waste Recycling Services for the Buckman Road Recycling and Transfer Station (RFP No. '13/01/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Contractor agrees that by accepting this Agreement Contractor will receive no monetary compensation for the services performed in the Scope of Work hereto attached in Exhibit A.

B. Contractor shall pay the Agency under this Agreement a rate of two cents per pound (\$0.02 per pound) for all items collected except for CRT and LCD monitors as set forth in the Scope of Work attached in Exhibit A.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 15, 2013, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

The Agency may terminate this Agreement upon ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

- 1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement.

- 2) The parties shall fulfill all obligations incurred prior to receipt of the notice of termination, including preparation of any required final reports, collection of items, and payment for such items pursuant to Section 3 of this Agreement.

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

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

D. Contractor shall also carry and maintain cyber-risk liability insurance throughout the term of this Agreement to insure against certain liability arising from data destruction or loss of its customer data up to \$1,000,000 according to the specific terms of the insurance policy.

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: Ms. Traci Phillips
President/CEO
Natural Evolution, Inc.
5719 East 13th Street
Tulsa, OK 74112

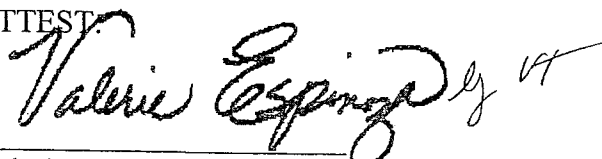
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

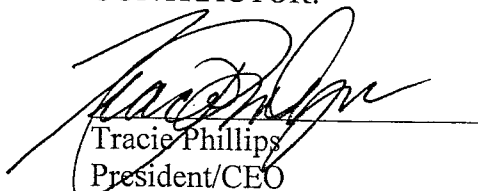

Virginia Vigil
Chairperson

Date: 11/15/12

ATTEST:

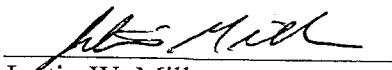

Valerie Espinoza
Santa Fe County Clerk

CONTRACTOR:


Tracie Phillips
President/CEO
Natural Evolution, Inc.

Date: 11/20/12

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

Date: 11/15/12

EXHIBIT A

Scope of Work
for
Natural Evolution, Inc.

Natural Evolution, Inc.



An Electronics Recycling Company

SCOPE OF WORK

Natural Evolution, Inc. (NEI) has defined a number of core business processes that were designed to efficiently and effectively meet customer expectations while minimizing impacts to the environment and protecting worker health and safety. NEI's core business is to Provide Recycling Services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process with a Zero landfill, & Zero international dumping & Zero Prison Labor Commitment.

The purpose of this scope of work is to summarize the recycling services, financial obligations, operating methodologies, insurance requirements and third party certifications.

Recycling Services

Natural Evolution will recycle all equipment received from BURRT according to our Environmental Health & Safety Policy as outlined below. NEI will coordinate with BURRT personnel for all transportation scheduling requirements and any updates that are relevant to recycling and processing of collected equipment.

5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com


E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Environmental, Health and Safety Policy

Natural Evolution Inc. (NEI) is committed to provide electronics recycling services to our clients in the most efficient, effective way while minimizing the carbon footprint from beginning to end and process the stream with a Zero landfill, Zero international dumping & Zero Prison Labor commitment.

- NEI is committed to continual improvement.
- NEI is committed to the prevention of pollution and prevention of injury and ill health.
- NEI is committed to comply with applicable legal and other requirements relative to environmental and occupational health and safety aspects of our business.
- NEI is committed to providing a framework for setting and reviewing environmental, health and safety objectives and targets.
- NEI is committed to communicate the policy to all persons working for or on behalf of the organization and to the public.
- NEI is committed to managing used and end of life electronic equipment based on a reuse, refurbishment, recovery, disposal hierarchy, including both onsite and downstream materials management, throughout the recycling chain.
- NEI is accountable for hazardous electronic waste and focus materials throughout the recycling chain to final disposition.
- NEI prohibits the export of hazardous electronic waste and focus materials throughout the recycling chain in violation of the Basel Convention, Basel Amendments, OECD decisions and the laws of the importing, exporting and transiting countries.
- NEI is committed to social accountability values including the prohibition of child and prison labor.
- NEI is committed to educating our customers with regard to data security and privacy requirements and ensuring secure data destruction of their material.


Traci Phillips
President

4/12/12
Date

4 2 EHS Policy - Rev C doc
Effective Date: 4/12/12

Page 1 of 1

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Below is List of E-waste items acceptable and not acceptable by NEI

ACCEPTABLE ITEMS

Computers
Plotters
Peripherals
Telephones
Telecommunication
Phone Systems
Security equipment
Medical equipment
UPS Systems
Cell phones
VCRs
Radios
Telephones
Non-PCB Ballast
Monitors
Printers
Fax Machines
Copiers
Microwaves
Scanners
Stereo Equipment
Small household appliances, (Toasters, Irons, Coffee Pots, etc.)
Capacitors
Keyboards
Mouse
Lead Acid Batteries
Re-Chargeable Batteries

ITEMS NOT ACCEPTED AT THIS TIME

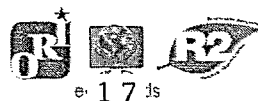
Refrigerators, air conditioners, light bulbs, smoke alarms, alkaline batteries, items with a gasoline source, radioactive devices or devices/equipment with bio-hazard contaminates

5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



Processing & Operational Methodologies

NEI operates according to our Environmental Health & Safety Policy as well as compliance to the E-Steward and R2 Standards. NEI will notify SFSWMA &/or BURRT personnel of any major changes to either the E-Steward or R2 Standards as well as any major non-compliances after NEI's annual audit if & when should they ever be found.

Financial Obligation

BuRRT consistently achieves high load volumes for electronics. Because of the discipline that the employees at BuRRT have when receiving and preparing electronics for shipping NEI can pay the following.

NEI will pay .02 per pound for all items collected except for CRT Monitors and LCD Monitors on loads that are 28,000 Net pounds and greater &/or on a per pallet equivalent weight (1150#). Payment will be issued within 30 days of load receipt.

NEI will also pay for outgoing transportation costs.

Summary of Insurance/Liability Coverage

General Liability Coverage - \$2,000,000 - Travelers

Commercial Automobile - \$1,000,000 - Travelers

Cyber Liability Insurance - Travelers - Natural Evolution, Inc. ("NEI") has a third party Cyber Risk Insurance Policy insuring against certain liability arising from data destruction or loss of its customer's data up to \$1,000,000 according to the specific terms of an insurance policy.

Workers Compensation & Employers Liability - \$1,000,000 - Hartford

5701 East 18th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

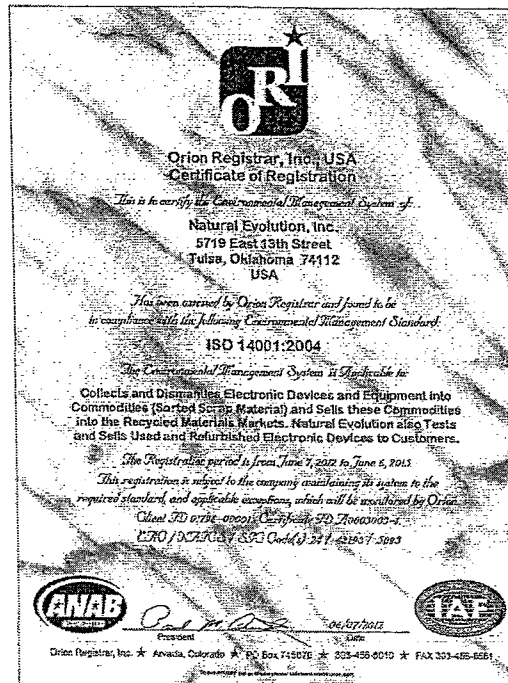
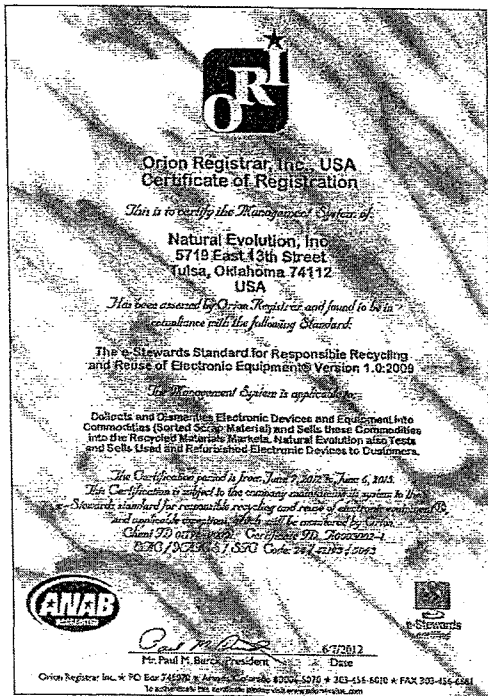
E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



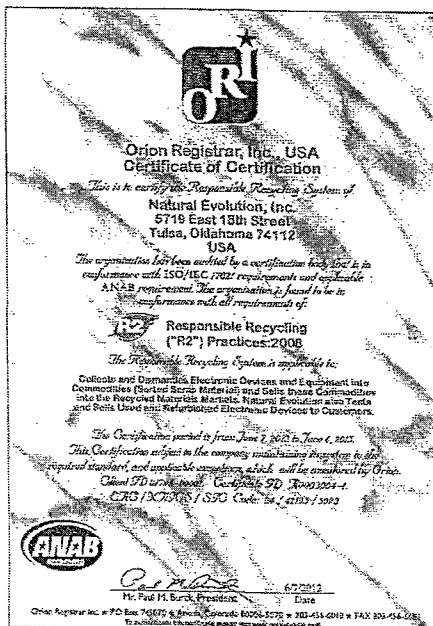
Certifications

E-Steward Certification

ISO14001:2004 Certification



R2 Certification



5701 East 13th Street Tulsa, OK 74112

918-836-2995 Fax 918-836-2995

www.naturalevolution.com

E-steward/R2/ISO14001/MBE/WBE/DBE/HUBZONE/TERO Certified



MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: November 15, 2013
Subject: Request for Approval to Provide Compost and Mulch to the City of Santa Fe at No Charge Under the 2012 Fee Ordinance.

BACKGROUND & SUMMARY:

The City of Santa Fe is requesting approval from the Board for the Agency to provide compost and mulch at no charge under Section 5 (B)(4) of the 2012-1 Fee Ordinance. Section 5 (B)(4) allows for a contractual fee agreement for any materials produced for resale by the Agency in a quantity or condition that merit special consideration.

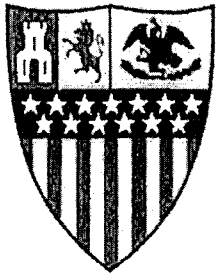
The Agency has approximately 11,000 cubic yards of materials at the Caja del Rio Landfill and small quantities for residents at the Buckman Road Recycling and Transfer Station (BuRRT). The Agency also has approximately 50,000 cubic yards of green waste (loose brush) stockpiled at the BuRRT facility to be processed into approximately 25,000 cubic yards of mulch. In fiscal year 2012-13 the Agency sold 8,800 cubic yards of materials in the amount of approximately \$27,288. Most of the materials were sold to the City's Wastewater Treatment Plant for their biosolid composting operation.

ACTION REQUESTED:

Staff recommends approval to provide compost and mulch at no charge to the City of Santa Fe.

Attachment: City of Santa Fe Letter of Request dated November 13, 2013

M:\Memo\Memo.111513.3.wpd



City of Santa Fe, New Mexico

200 Lincoln Avenue, P.O. Box 909, Santa Fe, N.M. 87504-0909

David Coss, *Mayor*

Councilors:

Rebecca Wurzbarger, Mayor Pro Tem, Dist. 2

Patti J. Bushee, Dist. 1

Chris Calvert, Dist. 1

Peter N. Ives, Dist. 2

Carmichael A. Dominguez, Dist. 3

Christopher M. Rivera, Dist. 3

Bill Dimas, Dist. 4

Ronald S. Trujillo, Dist. 4

November 13, 2013

Members of the Santa Fe
Solid Waste Management Agency
Santa Fe, New Mexico 87505

Dear Members of the Board:

As you know, the City of Santa Fe and throughout the southwest continue to face drought and the effects of climate change. The City of Santa Fe is committed to environmental protection and water conservation and changed many of its practices to promote water conservation and reuse.

The City has been creating mulch for many years utilizing the tree trimmings from City Parks and streets, and continues to do so. This mulch is made available to the public as well as utilized by the City divisions. This mulch is often utilized quickly and does not last.

The City of Santa Fe is respectfully requesting authorization from the Board to utilize the mulch created at both the Buckman Road Recycling and Transfer Station and the Caja del Rio landfill on an as needed basis, for no charge to the City. We are aware of the stockpiles at both facilities and we believe this will create a win-win situation for both the Agency and the City.

The City will work out the details of the pick up with the Executive Director and make sure that all City employees follow the protocol established and operate within all required safety guidelines. Additionally, the City understands that if the mulch is needed by the Agency we will follow all guidance and direction from the Agency.

Your approval is sincerely appreciated.

Respectfully,

Cindy Padilla, Director
Environmental Services Division

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: November 15, 2013
Subject: Request for Approval to Accept Conventional Recycling from Los Alamos County at No Charge Under the 2012 Fee Ordinance.

BACKGROUND & SUMMARY:

The Agency is requesting approval from the Board for the Agency to submit a quotation to Los Alamos County to accept recyclable materials at no charge under Section 5 (B)(4) of the 2012-1 Fee Ordinance. Section 5 (B)(4) allows for a contract service for recyclables delivered to the Buckman Road Recycling and Transfer Station (BuRRT) in a quantity or condition which merit special consideration through a contractual fee agreement.

On January 16, 2006, the Board approved an Memorandum of Understanding with Los Alamos County to allow the county to deliver their recyclable materials collected through its residential and commercial recycling collection programs to the BuRRT facility for processing and marketing services.

The Agency commenced the materials recovery facility (MRF) at BuRRT in February 2007.

From March 6, 2007 through July 7, 2013, Los Alamos County delivered 922 loads (10,325 tons) of recyclable materials to the BuRRT facility in the amount of \$206,629.78 at \$15 to \$20 per ton). Also, over the same time period, an estimated \$800,000 in revenues was generated from the sale of the processed materials.

After July 7, 2013, the Los Alamos County ceased the delivery of its recyclable materials to the BuRRT facility. To keep their recycling collection cost down the county transports their materials to the Friedman Recycling facility in Albuquerque. Friedman Recycling offers the county \$15 per ton while the Agency charges \$20 per ton.

On November 13, 2013, the Agency received a request for quotations from Los Alamos County for any or all recyclable materials collected through its residential and commercial collection programs to the contractor's facility for processing and marketing services (see attachment).

To be competitive for the materials from Los Alamos County, the Agency will need to accept the materials at no charge which is similar for Santa Fe residents and businesses as opposed to charging \$20 per ton for materials originated outside Santa Fe County. Table 1 provides the breakdowns for accepting materials from the county at no charge.

In fiscal year 2013, Los Alamos County delivered 1,587 tons of materials to the BuRRT facility and paid \$33,336 at \$20 per ton. Under the proposed fee this revenue would be eliminated, however, the Agency will gain approximately \$160,000 in revenues from the sale of processed materials.

Los Alamos County has indicated that the term of the contract will begin January 1, 2014 and run through December 31, 2014. The county has also indicated that they do not want to enter into a long term contract until the solid waste assessment and management study, a joint effort by the Agency, City of Santa Fe and Santa Fe County, is completed in early 2014.

Table 1. Breakdowns of Costs.

Description	Agency Current Fee	Agency Proposed Fee	Friedman Recycling
Freight per Load to Santa Fe	\$275	\$275	-
Freight per Load to Albuquerque	-	-	\$440
Price Charge per Ton	\$20	\$0	\$0
Price Charge per Load	\$220	\$0	\$0
Price Paid per Ton	\$0	\$0	\$15
Price Paid per Load	\$0	\$0	\$165
Total Cost per Load	\$495	\$275	\$275

Note: Based on 11 ton loads

ACTION REQUESTED:

Staff recommends approval to submit a quotation to Los Alamos County to accept recyclable materials from Los Alamos County at the BuRRT facility at no charge.

Attachment: Los Alamos County Request for Quotations for Recycling Service

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REQUEST FOR QUOTATIONS
Los Alamos County

DESCRIPTION: Los Alamos County ("County") is soliciting Quotes from qualified vendors for recycling service. The term of the contract will begin January 1, 2014 and run through December 31, 2014. The vendor/s offering the greatest value of price paid to County and service will be awarded the contract.

Quotes/proposals will be accepted until 5:00 p.m. on Wednesday, November 27, 2013. Please return to Jose Carreño at 101 Camino Entrada, Bldg. 3, Los Alamos, NM 87544, or via fax at (505) 662-8350 or via email to jose.carreno@lacnm.us.

1. **Scope of Work** - The County will deliver, at its discretion, any or all recyclable materials collected through its residential and commercial recycling collection programs to Contractor's facility for processing and marketing services.
2. **Deliverables** - Contractor shall process and market the recyclables, and provide monthly reports on the tonnage of material received to the County Environmental Services Division.
3. **Bid Proposal** - Contractor must provide detailed information listing those recyclables accepted in each of the material classes. For loose/baled mixed paper contractor can provide multiple prices, provided that each price has a specific description of what recyclables can be included to get that pricing. Contractor can choose to provide pricing for one or all of the material classes listed.

MATERIAL CLASS	PRICE PAID PER TON (index + or -, or flat rate)	SPECIAL REQUIREMENTS
Loose mixed recyclables		n/a
Baled mixed recyclables		n/a
Loose Mixed Paper		This material must be sent to a North American Market/Mill. Cannot be sent overseas for processing
Baled Mixed Paper		This material must be sent to a North American Market/Mill. Cannot be sent overseas for processing
Loose Old Corrugated Cardboard (OCC)		n/a
Baled Old Corrugated Cardboard (OCC)		n/a

PROPOSAL FORMAT: In order to facilitate evaluation, please format your proposal in the same order indicated below. In five double-spaced pages or less, proposals shall address the following items:

1. Firm's and Individual's Relevant Experience: The offeror's name, address, and phone number; general qualifications to provide the requested services; experience providing recycling services to other government entities.
2. References: Submit three references for government entities that you are currently providing recycling services.
3. Price: Please fill in the schedule on page 1. Please include a list of the materials that can be accepted in each material class along with pricing information.

To qualify for a 5% Preference, you must provide a N.M. Five Percent Resident Business Certification Number: _____ (Please attach copy)

NON-DISCRIMINATION POLICY: This Company does not discriminate on the basis of color, national origin, sex, religion, age and disabled status in employment or the provision of services.

SUBMITTED BY:
(Fill out all lines)

Signature of Agent

Printed Name & Title of Agent

Organization Name

Mailing Address

City, State, Zip Code

Telephone No.

Fax No. (optional)

E-mail address

Federal Tax I.D. #

NM CRS # (if located in-state)

Date

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RWK
Date: November 15, 2013
Subject: Informational Item: Renderings of the Vertical and Lateral Expansion Components of the Caja del Rio Landfill as Part of the Permit Renewal and Modification.

Agency staff will show the Board the renderings of the vertical and lateral expansion components of the Caja del Rio Landfill as part of the permit renewal and modification. The renderings were shown at the December 13, 2012 special JPB meeting and the January 10, 2013 community meeting.

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Exhibit "5"

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *(RLK)*
Date: November 15, 2013
Subject: Informational Item: Explanation of Budget Adjustment Request Form.

As per Board's request during the October 17, 2013 meeting, Agency staff will explain to the Board how a budget adjustment request form is prepared.

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Exhibit "6"

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT / DIVISION / SECTION / UNIT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY				DATE	
ITEM DESCRIPTION	BU / LINE ITEM	<--(Finance Dept Use Only)-->		INCREASE	DECREASE
		SUBLEDGER / SUBSIDIARY	DR / (CR)		
Equipment Replacement Fund	52502.700150	5500	DR	30,000.00	
Operating Fund	51500.600150	5502	(CR)	30,000.00	
C/O Equipment and Machinery	52501.570500		DR	30,000.00	
JUSTIFICATION: (use additional page if needed) --Attach supporting documentation/memo				TOTAL	90,000.00

BAR to move budget from 5502.100700 (Cash reserves Equipment Replacement Fund) to the Operating Fund for a Mitel VoIP Phone System in order to have both locations on one system. Approved at JPB MTG of October 17, 2013

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