



# AGENDA

SWMA JOINT POWERS BOARD  
SEPTEMBER 21, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING



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## AGENDA

Santa Fe Solid Waste Management Agency  
Joint Powers Board  
Regular Meeting

Thursday, September 21, 2023 at 4:00 P.M.

Hybrid In-Person and Virtual Meeting

Santa Fe County Administrative Complex

100 Catron Street, Santa Fe, NM 87501

Grant Conference Room, 2<sup>nd</sup> Floor

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

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

<https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency.m?TID=m67c4aa4a15124de5ded2ebdbaf1e98b7>

**Join by Telephone or Mobile Device: (415) 655-0001**

**Meeting Number (Access Code): 2555 562 7165**

**Meeting Password: 6828 7564**

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

# AGENDA



**SWMA JOINT POWERS BOARD  
SEPTEMBER 21, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING**



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A. Regular Meeting – August 17, 2023

**V. MATTERS FROM THE PUBLIC**

**VI. AWARDS AND RECOGNITION**

A. Recognition of Solid Waste Association of North America (SWANA) New Mexico Roadrunner Chapter's 2023 Outstanding MSW Facility Award for the Buckman Road Recycling and Transfer Station.

**VII. APPROVAL OF CONSENT CALENDAR**

**VIII. CONSENT CALENDAR**

A. Request for Approval of Amendment No. 3 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 21/11/P); and

1. Allocate Remaining Funds from Tasks 1-7 to Task 9 – Landfill Survey #3 and Task 10 – Miscellaneous Engineering Support.
2. Change the Notice Information for the Contractor.

**IX. MATTERS FROM THE EXECUTIVE DIRECTOR**

A. Discussion with Possible Action Regarding a Facility Name Change for the Caja del Rio Landfill.

B. Update on FY-22 and 23 Annual Audits. (Thomasina Chavez, Accountant, Santa Fe Solid Waste Management Agency).

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

# AGENDA



**SWMA JOINT POWERS BOARD  
SEPTEMBER 21, 2023  
4:00 PM  
HYBRID IN-PERSON VIRTUAL  
MEETING**



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**XI. MATTERS FROM THE BOARD**

**XII. EXECUTIVE SESSION**

- A. Discussion of the Purchase, Acquisition or Disposal of Real Property or Water Rights by the Santa Fe Solid Waste Management Agency, including, without Limitation, the Lease of the Buckman Road Recycling and Transfer Station, Pursuant to NMSA 1978 §10-15-1 (H)(8).

**XIII .**

Possible Action(s) with Respect to the Possible Action(s) with Respect to the Lease of the Buckman Road Recycling and Transfer Station.

**XIV. NEXT MEETING: Thursday, October 19, 2023**

**XV. ADJOURNMENT**

**SUMMARY OF ACTION**  
**SANTA FE SOLID WASTE MANAGEMENT AGENCY**  
**JOINT POWERS BOARD**  
**THURSDAY, AUGUST 17, 2023, 4:00 PM**  
**HELD IN PERSON AND VIRTUALLY**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
MATTERS FROM THE PUBLIC	NONE	2
APPROVAL OF CONSENT CALENDAR	APPROVED	2

**CONSENT CALENDAR**

REQUEST FOR APPROVAL TO PURCHASE A VOLVO L110H WHEEL LOADER, WITH NECESSARY EXTRAS AND EXTENDED WARRANTY, FROM POWER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER SOURCEWELL CONTRACT NO. 011723-VCE FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$375,547.	APPROVED ON CONSENT	2-3
REQUEST FOR APPROVAL TO REPAIR UNIT 1367 (CATERPILLAR D8T WASTE HANDLER TRACK TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB	APPROVED ON CONSENT	3

NO. 20/27/B IN THE AMOUNT  
OF \$79,517.83.

REQUEST FOR APPROVAL TO REPAIR UNIT 1309 (CATERPILLAR D8R II WASTE HANDLER TRACK TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. 20/27/B IN THE AMOUNT OF \$79,517.83

APPROVED ON CONSENT

3

REQUEST FOR APPROVAL TO INSTALL A PNEUMATIC SPRAY CONTROL SYSTEM ON UNIT 1357 (CATERPILLAR 621G WATER WAGON) BY MEGA CORPORATION OF ALBUQUERQUE, NM, UNDER SOLE SOURCE PROCUREMENT IN THE AMOUNT OF \$37,495.00.

APPROVED ON CONSENT

3

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLUE WATER ENVIRONMENTAL CONSULTING, LLC OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP NO. 20/37/P).

APPROVED ON CONSENT

3-4

REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO THE SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES, LP D/B/A ALLIED UNIVERSAL SECURITY SERVICES OF ALBUQUERQUE, NM FOR SECURITY SERVICES (ITB NO. 20/23/B).

APPROVED ON CONSENT

4

REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PRICE AGREEMENTS FOR FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS - PARTS AND LABOR - WITH

APPROVED ON CONSENT

4-5

**MULTIPLE VENDORS (ITB NO. 21/01/B).**

**REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR MOTOR OILS, LUBRICANTS, ANTIFREEZE, AND RELATED PRODUCTS WITH MULTIPLE VENDORS (ITB NO. 23/02/B).**      **APPROVED ON CONSENT**      **5**

**REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR BULK FUEL AND DIESEL EXHAUST FLUID WITH MULTIPLE VENDORS (ITB NO. 23/03/B).**      **APPROVED ON CONSENT**      **5**

**REQUEST FOR APPROVAL OF POSITION TITLE CHANGE OF GLASS CRUSHER TECHNICIAN AND GREEN WASTE SPOTTER TO LABORER POSITIONS.**      **APPROVED OF CONSENT**      **5**

**MATTERS FROM THE EXECUTIVE DIRECTOR**

**REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JUNE 30, 2021**      **APPROVED**      **5-7**

**MATTERS FROM STAFF**  
**AGENCY, CITY , COUNTY**

**DANITA BOETTNER, P.E., LANDFILL MANAGER, SANTA FE SOLID WASTE MANAGEMENT AGENCY**      **INFORMATION/DISCUSSION**      **7-8**

**LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS**      **INFORMATION/DISCUSSION**      **8**

**MATTERS FROM THE BOARD**      **INFORMATION/DISCUSSION**      **8-9**

NEXT MEETING DATE	SEPTEMBER 21, 2023	9
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**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD  
THURSDAY, AUGUST 17, 2023, 4:00 PM  
HELD IN PERSON AND VIRTUALLY**

**I. CALL TO ORDER**

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Garcia at 4:08 pm on Thursday, August 17, 2023 and was held in person and virtually.

**II. ROLL CALL**

**MEMBERS PRESENT**

Commissioner Camilla Bustamante  
Commissioner Anna Hansen  
Commissioner Justin Greene  
Councilor Michael Garcia, Chair  
(One Vacancy)

**MEMBERS ABSENT**

Councilor Christopher Rivera, Excused

**OTHERS PRESENT**

Randall Kippenbrock, Executive Director, SWMA  
Alan D. "A.J." Bowers, Jr., CRI  
Rosalie Cardenas, SWMA  
Jonas Nahoum. Long and Komer  
Les Francisco, Santa Fe County, Solid Waste Superintendent  
Ernestine Baca, SWMA  
Danita Boettner, SWMA  
Thomasina Chavez, SWMA

**III. APPROVAL OF AGENDA**

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to approve the agenda as presented.

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

Commissioner Bustamante, yes; Commissioner Hansen, yes; Commissioner

Greene, yes; Chair Garcia, yes.

**IV. APPROVAL OF MINUTES**

**A. REGULAR MEETING - JUNE 15, 2023**

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Bustamante, to approve the minutes of June 15, 2023 as presented.

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

Commissioner Bustamante, yes; Commissioner Hansen, yes; Commissioner Greene, yes; Chair Garcia, yes.

**V. MATTERS FROM THE PUBLIC**

None.

**VI. APPROVAL OF CONSENT CALENDAR**

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to approve the Consent Calendar.

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

Commissioner Bustamante, yes; Commissioner Hansen, yes; Commissioner Greene, yes; Chair Garcia, yes.

**VII. CONSENT CALENDAR**

**A. REQUEST FOR APPROVAL TO PURCHASE A VOLVO L110H WHEEL LOADER, WITH NECESSARY EXTRAS AND EXTENDED WARRANTY, FROM POWER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER SOURCEWELL CONTRACT NO. 011723-VCE FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$375,547.**

**1. APPROVAL OF BUDGET INCREASE TO 810852.570500 (CAPITALIZED EQUIPMENT AND MACHINERY) FROM 811.100700 (EQUIPMENT REPLACEMENT RESERVE FUND) IN THE AMOUNT OF \$375,547.**

Approved on consent.

**B. REQUEST FOR APPROVAL TO REPAIR UNIT 1367 (CATERPILLAR D8T WASTE HANDLER TRACK TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. 20/27/B IN THE AMOUNT OF \$79,517.83; AND**

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (REPAIR & MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$79,517.83.**

Approved on consent.

**C. REQUEST FOR APPROVAL TO REPAIR UNIT 1309 (CATERPILLAR D8R II WASTE HANDLER TRACK TYPE DOZER) BY WAGNER EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER ITB NO. 20/27/B IN THE AMOUNT OF \$79,517.83; AND**

- 1. APPROVAL OF BUDGET INCREASE TO 810851.520400 (REPAIR & MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$79,517.83.**

Approved on consent.

**D. REQUEST FOR APPROVAL TO INSTALL A PNEUMATIC SPRAY CONTROL SYSTEM ON UNIT 1357 (CATERPILLAR 621G WATER WAGON) BY MEGA CORPORATION OF ALBUQUERQUE, NM, UNDER SOLE SOURCE PROCUREMENT IN THE AMOUNT OF \$37,495.00; AND**

- 1. APPROVAL OF BUDGET INCREASE TO 8100851.520400 (REPAIR & MAINTENANCE OF EQUIPMENT AND MACHINERY) FROM 810.100700 (OPERATING FUND CASH BALANCE) IN THE AMOUNT OF \$37,495.00.**

Approved on consent.

**E. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH BLUE WATER ENVIRONMENTAL CONSULTING, LLC OF SANTA FE, NM, FOR ENVIRONMENTAL SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP NO. 20/37/P); AND**

1. **EXTEND THE TERM OF THE AGREEMENT THROUGH AUGUST 20, 2024.**
2. **INCREASE THE AMOUNT OF COMPENSATION BY \$70,525 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$278,025.**

Approved on consent.

**F. REQUEST FOR APPROVAL OF AMENDMENT NO. 4 TO THE SERVICES AGREEMENT WITH UNIVERSAL PROTECTION SERVICES, LP D/B/A ALLIED UNIVERSAL SECURITY SERVICES OF ALBUQUERQUE, NM FOR SECURITY SERVICES (ITB NO. 20/23/B); AND**

1. **EXTEND THE TERM OF THE AGREEMENT THROUGH AUGUST 20, 2024.**
2. **INCREASE THE AMOUNT OF COMPENSATION BY \$82,000 FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$314,959.18.**

Approved on consent.

**G. REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO THE PRICE AGREEMENTS FOR FLEET VEHICLE, HEAVY-DUTY TRUCK AND TRAILER REPAIRS - PARTS AND LABOR - WITH MULTIPLE VENDORS (ITB NO. 21/01/B):**

1. **CAPITOL FORD LINCOLN, SANTA FE, NM**
2. **CHEVROLET CADILLAC OF SANTA FE, SANTA FE, NM**
3. **CLARK TRUCK EQUIPMENT COMPANY, ALBUQUERQUE, NM**
4. **HAL BURNS TRUCK AND EQUIPMENT SERVICES, SANTA FE, NM**
5. **MCT, ALBUQUERQUE, NM**
6. **PARTS AUTHORITY, ALBUQUERQUE, NM (FORMERLY PARTS PLUS OF NEW MEXICO)**
7. **RUSH TRUCK CENTERS OF NEW MEXICO, ALBUQUERQUE, NM**
8. **STEWART & STEVENSON POWER PRODUCTS, ALBUQUERQUE, NM**
9. **WEISE AUTO SUPPLY D/B/A NAPA, SANTA FE, NM**

Approved on consent.

**H. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR BULK FUEL AND DIESEL EXHAUST FLUID WITH MULTIPLE VENDORS (ITB NO. 23/02/B):**

1. BREWER OIL COMPANY, ALBUQUERQUE, NM
2. GENERAL PARTS DISTRIBUTION, LLC D/B/A ADVANCE AUTO PARTS AND CARQUEST AUTO PARTS, RALEIGH, NC
3. SAFETY-KLEEN SYSTEMS, INC., NORWELL, MA
4. SENERGY PETROLEUM, SANTA FE, NM

Approved on consent.

**I. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR BULK FUEL AND DIESEL EXHAUST FLUID WITH MULTIPLE VENDORS (ITB NO. 23/03/B)**

1. BREWER OIL COMPANY. ALBUQUERQUE, NM
2. SENERGY PETROLEUM, SANTA FE, NM

Approved on consent.

**J. REQUEST FOR APPROVAL OF POSITION TITLE CHANGE OF GLASS CRUSHER TECHNICIAN AND GREEN WASTE SPOTTER TO LABORER POSITIONS.**

Approved on consent.

**VIII. MATTERS FROM THE EXECUTIVE DIRECTOR**

**A. REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE YEAR ENDED JUNE 30, 2021 (CARR, RIGGS & INGRAM, LLC)**

Mr. Kippenbrock said this item is for the approval of the audit report as required by the State Auditor's Office. Mr. Bowers has joined us on Zoom to present the report and answer any questions. The audit report is an unmodified report with no material weaknesses. There were two findings. The findings were regarding the late submission and control of transactions with the fiscal agent.

Mr. Bowers gave a Power Point presentation of the audit process and the audit report saying Carr, Riggs and Ingram oversaw the 2021 audit for the City of Santa Fe, SWMA and BDD. The SWMA audit report is an unmodified opinion. That is the best opinion available.

Chair Garcia thanked Mr. Bowers for his presentation.

Commissioner Greene thanked Mr. Bowers and said the two findings were out of the control of SWMA. SWMA was subjected to the City's late audit and reconciliation of the books. That interfered with the transactions.

Commissioner Greene asked if the audit firm has recommended a structure to the City that would control that better.

Commissioner Hansen asked is there any way to design something for the City so that SWMA is in control of the accounts we are associated with.

Mr. Bowers said he would have to look into the best possible route. It is a matter of how the City is set up. We will look into it more.

Commissioner Greene said we could model SWMA to the Enterprise Fund operations.

Chair Garcia said it comes down to how the Munis system is set up. The mechanisms are not there at this time.

Commissioner Hansen asked if they could get a module to do that.

Chair Garcia said we can request that from the City.

Chair Garcia said he thinks there is a path. He encourages this body to advocate for that separation.

Mr. Bowers said it is a matter of final reconciliation of inter-agency transactions. The transactions did not match up. We spoke to Angelica about how that would work.

Commissioner Greene asked did that happen with Enterprise Funds.

Mr. Bowers said no.

Mr. Bowers said it was a timing issue. That was the cause. Adjustments were proposed.

Ms. Chavez said we have made some improvements with that. We are working on 22 and 23 together with the City. Angelica has corrected all of the transactions.

Commissioner Hansen asked when will the entrance conference be for 22.

Mr. Bowers said we have started the 22 audit, but need to get the entrance

conference on the books.

Mr. Kippenbrock said we did the entrance conference for 22 at the same time as we did 21.

Mr. Bowers said we have not done one for 23.

Commissioner Greene asked when do we expect 2022.

Mr. Bowers said a lot of the work has been done for SWMA. We are waiting for the audit to be completed. We received the trial balance from the City last week. We are reviewing that now.

Commissioner Greene asked what is the typical turn around after the trial balance is received.

Mr. Bowers said anything outside of 30 days is possible.

Ms. Chavez said as far as us, we have completed 22 on our end. We are waiting for the City. At the same time she is working on 23 so we can roll with it when 22 is completed.

Mr. Bowers said thank you for being proactive. That is very helpful.

Chair Garcia said thank you for the updates and everything you are doing. If there is anything we can do to expedite the process let us know.

**MOTION** A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to approve the audit report.

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

Commissioner Bustamante, yes; Commissioner Hansen, yes; Commissioner Greene, yes; Chair Garcia, yes.

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

### **A. DANITA BOETTNER, P.E., LANDFILL MANAGER, SANTA FE SOLID WASTE MANAGEMENT AGENCY**

Ms. Boettner reported that they will have a free trash day on September 16<sup>th</sup> at both facilities from 8:00 am to 4:45 pm. We will take garbage, rubbish, bulky items, and residential building materials. We will not accept electronic waste, household waste or tires. We will have green waste disposal on September 2<sup>nd</sup> and 3<sup>rd</sup>. Household waste

will be in November.

Ms. Boettner continued saying we are moving forward with CNG fueled equipment. We have a roll off to still be delivered at the end of this year. It was purchased using VW Mitigation Funds. We received a \$950,000 grant.

Commissioner Greene said thank you for the information. Do we have methodical ways of advertising trash days.

Ms. Boettner said yes we do. We use social media and press releases. If you have someone you want us to send the information to please let us know. We use the newspapers as well.

Commissioner Greene asked does the County include transfer stations or is it only Caja and BuRRT.

Mr. Francisco said it is only BuRRT. We have free trash days and free brush days.

Commissioner Greene asked Mr. Francisco to let the Committee know when those days are.

Chair Garcia thanked Ms. Boettner for her presentation. Good work.

**B. SHIRLEEN SITTON, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION**

Ms. Sitton was not present.

**C. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS**

Mr. Francisco said we just finished putting up gates at El Dorado for the reuse community. Everything is running great at the County.

Commissioner Greene asked if Nambe is on the list.

Mr. Francisco said no. The ones on the list are El Dorado, Stanley and Lacuna.

Chair Garcia said thank you for all you do.

**X. MATTERS FROM THE BOARD**

Commissioner Hansen said we have a working group at the County who has

been working on single use plastics. We are trying to get an Ordinance passed.

Commissioner Hansen said we had a great presentation from Pepsico about product responsibility at the conference she recently attended. They have a pilot project in Colorado and are working with large companies. That is something we should look into. Excess packaging. We did a round table on it at the Coalition of Sustainable Communities. She thinks we need to have another one. It is a legislative issue. She would like to move forward on that.

Chair Garcia said we suspended our bag ban during the pandemic. Now we have it back up and going.

Commissioner Bustamante said she and Commissioner Hansen attended a meeting to work on perusing Caja del Rio. There was a statement made that people think they can come out and dump anywhere in Caja del Rio because it is called the Caja del Rio Landfill. Maybe we can look at changing the name so people don't dump in the Caja del Rio.

Mr. Kippenbrock said we will have to look at the JPA. That is a very interesting idea.

Commissioner Hansen asked what if we called it the SWMA Landfill.

Mr. Kippenbrock said maybe the Santa Fe Landfill.

Commissioner Hansen said she is grateful that the City has gotten roll offs out to Caja. She does agree with Commissioner Bustamante about changing the name now that we are trying to protect Caja del Rio. She thinks that is something we should consider.

Chair Garcia said lets put that on the agenda for our next meeting. We need to get some research regarding what is allowed.

Commissioner Greene said he is working on the details to reopen the Tesuque Transfer Station. We are getting close.

Chair Garcia said he is glad to have progress.

Chair Garcia congratulated Commissioner Hansen for being elected as a Board member for NACO.

Commissioner Hansen said she is quite honored.

## **XI. NEXT MEETING DATE: SEPTEMBER 21, 2023**

## XII. ADJOURNMENT

There being no further business before the Board the meeting adjourned at 4:56 pm.

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Councilor Michael Garcia, Chair


*Elizabeth Martin*

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Elizabeth Martin, Stenographer

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** September 15, 2023  
**Subject:** Request for Approval of Amendment No. 3 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for On-Call Engineering Services for the Santa Fe Solid Waste Management Agency (RFP No. 21/11/P)

## BACKGROUND AND SUMMARY:

Amendment No. 3 to the Professional Services Agreement (Agreement) with CDM Smith Inc. of Albuquerque, NM, (CDM Smith) for on-call engineering services for the Agency will allocate the remaining funds from the tasks listed below to Task 9 – Landfill Survey #3 and Task 10 – Miscellaneous Engineering Support:

- Task 1 – BuRRT Glass Crushing Area Improvements
- Task 2 – Landfill Management Plan Closeout
- Task 3 – Landfill Section 404 Evaluation
- Task 4 – Landfill Survey #1
- Task 5 – Landfill Survey #2
- Task 6 – Landfill Inbound Scale Replacement
- Task 7 – Landfill Operational Support

The Amendment provides CDM Smith’s scheduled hourly billing rates for 2023-2024. However, the Amendment maintains the total compensation at \$161,872.

The Amendment also amends CDM Smith’s change of signatory authority and notice.

The Amendment covers two new tasks:

### **Task 9 – Landfill Survey #3 – Topography and Volumetrics**

This task aims to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith’s specialty sub-consultant, Bohannon Huston Inc. (BHI), will complete an aerial topographic survey (Survey #3) for select portions of the Caja del Rio Landfill (Landfill) during the fourth calendar quarter of 2023. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

The estimated cost for Task 9 is \$45,837.

### **Task 10 – Miscellaneous Engineering Support**

The Agency may request meetings or consultation with CDM Smith, engineering services, or operational support services not previously identified for the Landfill or the BuRRT Facility. Such

support services may include permitting assistance, management plan updates, grading plans and GPS data for heavy equipment, and engineering consultation. Miscellaneous supports under this task are intended to be of a limited scope, budget, and duration. These support services, if required, will be initiated by the Agency via written request to CDM Smith.

The estimated cost for Task 10 is \$10,467.

On May 20, 2021, the Board approved an Agreement with CDM Smith for on-call engineering services for the Agency for \$161,872 (RFP No. 21/11/P).

Amendment No. 1 extended the term of the Agreement with CDM Smith through May 20, 2023. Similarly, Amendment No. 2 extended the Agreement term through May 20, 2024.

**ACTION REQUESTED:**

The Agency requests Board approval of Amendment No. 3 to the Agreement with CDM Smith for on-call engineering services associated with Tasks 9 and 10.

The Agency also requests Board approval to amend the notice of the Agreement.

Attachments:

- 1) Amendment No. 3 to the Agreement with CDM Smith
- 2) Amendment No. 2 to the Agreement with CDM Smith
- 3) Amendment No. 1 to the Agreement with CDM Smith
- 4) Professional Services Agreement with CDM Smith

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**ATTACHMENT 1**

**Amendment No. 3 to the Agreement with CDM Smith**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT  
CDM SMITH INC.  
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 3 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide on-call engineering services (RFP No. 21/11/P).

Pursuant to Article 19, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include Task 9 – Landfill Survey #3 and Task 10 – Miscellaneous Engineering Support within the Scope of Services as described in Exhibit A and Exhibit B hereto and to reallocate remaining funds from Task 1 – BuRRT Glass Crushing Area Improvements, Task 2 – Landfill Management Plan Closeout, Task 3 – Landfill Section 404 Evaluation, Task 4 – Landfill Survey #1, Task 5 – Landfill Survey #2, Task 6 – Landfill Inbound Scale Replacement, and Task 7 – Landfill Operational Support to the aforementioned Tasks 9 and 10.

2. **NOTICES**

Article 23, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

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

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

**CONTRACTOR:** Mr. Solomon Abel, P.E.  
Vice President  
CDM Smith Inc.  
555 17<sup>th</sup> Street, Suite 500  
Denver, CO 80202

B. Such notices may be delivered by:

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

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

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

3. **AGREEMENT IN FULL FORCE**

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

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Michael Garcia  
Chair, Joint Powers Board

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

**ATTEST:**

\_\_\_\_\_  
Kristine Bustos-Mihelcic  
Santa Fe City Clerk

\_\_\_\_\_  
Date

**CONTRACTOR:**

\_\_\_\_\_  
Solomon Abel, P.E.  
Vice President  
CDM Smith Inc.

\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

Scope of Services  
for  
Task 9 – Landfill Survey #3



6001 Indian School Road NE, Suite 310  
Albuquerque, New Mexico 87110  
tel: 505-243-3200  
fax: 505-243-2700

September 13, 2023

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

Subject: Santa Fe Solid Waste Management Agency  
Task Order Proposal for Task 9.0 – Landfill Survey #3

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Task 9.0 – Landfill Survey #3 under our On-Call Engineering Services Contract. The following sections detail the scope for Landfill Survey #3. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.

### **Task 9.0 Landfill Survey #3-Topography & Volumetrics**

The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith’s specialty subconsultant, Bohannon Huston Inc. (BHI) will complete an aerial topographic survey (Survey #3) for select portions of the Caja del Rio Landfill during the fourth calendar quarter of 2023. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

#### **9.1 Project Management**

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

#### **9.2 Topographic Survey**

BHI will utilize previous control already established will be used which is located within and adjacent to the project area. A topographic survey using drone technology will then be conducted for the area as to support a one-foot contour interval (CI). Aerial acquisition will be performed using the drone platform with an associated camera system. Appropriate photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation, and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours (one-foot CI). BHI will control with sufficient check shots throughout the project to test the vertical accuracy. This is within Santa Fe Municipal Airport Class D





Mr. Randall Kippenbrock, P.E.  
September 13, 2023  
Page 2

airspace and will require authorizations for drone use. The area for Landfill Survey #3 constitutes approximately 345 acres. The survey area is depicted on **Figure 1**.

### 9.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #3 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill volumetric calculations reports (e.g., 2021, 2022). A Draft Report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

#### ***Assumptions:***

- Survey limits will remain consistent with those depicted in **Figure 1**. Changes to survey limits may increase the cost of the survey.



Mr. Randall Kippenbrock, P.E.  
September 13, 2023  
Page 3

- The Survey will take place during the fourth quarter of 2023 with enough lead time to allow for processing survey data and completing volumetrics prior to the NMED Annual Report deadline of February 14, 2024.
- Schedule extensions may result in additional costs.

***Deliverables:***

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

**Schedule**

The survey schedule will be based on coordination with SFSWMA and weather conditions. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 3 weeks of receipt of the final topographic data files from BHI. Task 9.0 project work is estimated to be completed within 2 months of Notice to Proceed.

**Cost Estimate**

Task 9.0 Landfill Survey #3 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$42,590 excluding NMGRT. The Cost Estimate for Task 9.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2023-2024) is provided as **Attachment B**.

**Proposal Approval**

We appreciate your review of our Task Order Proposal for Task 9.0 – Landfill Survey #3, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,


Dacia Tucholke, PMP  
Project Manager  
CDM Smith Inc.

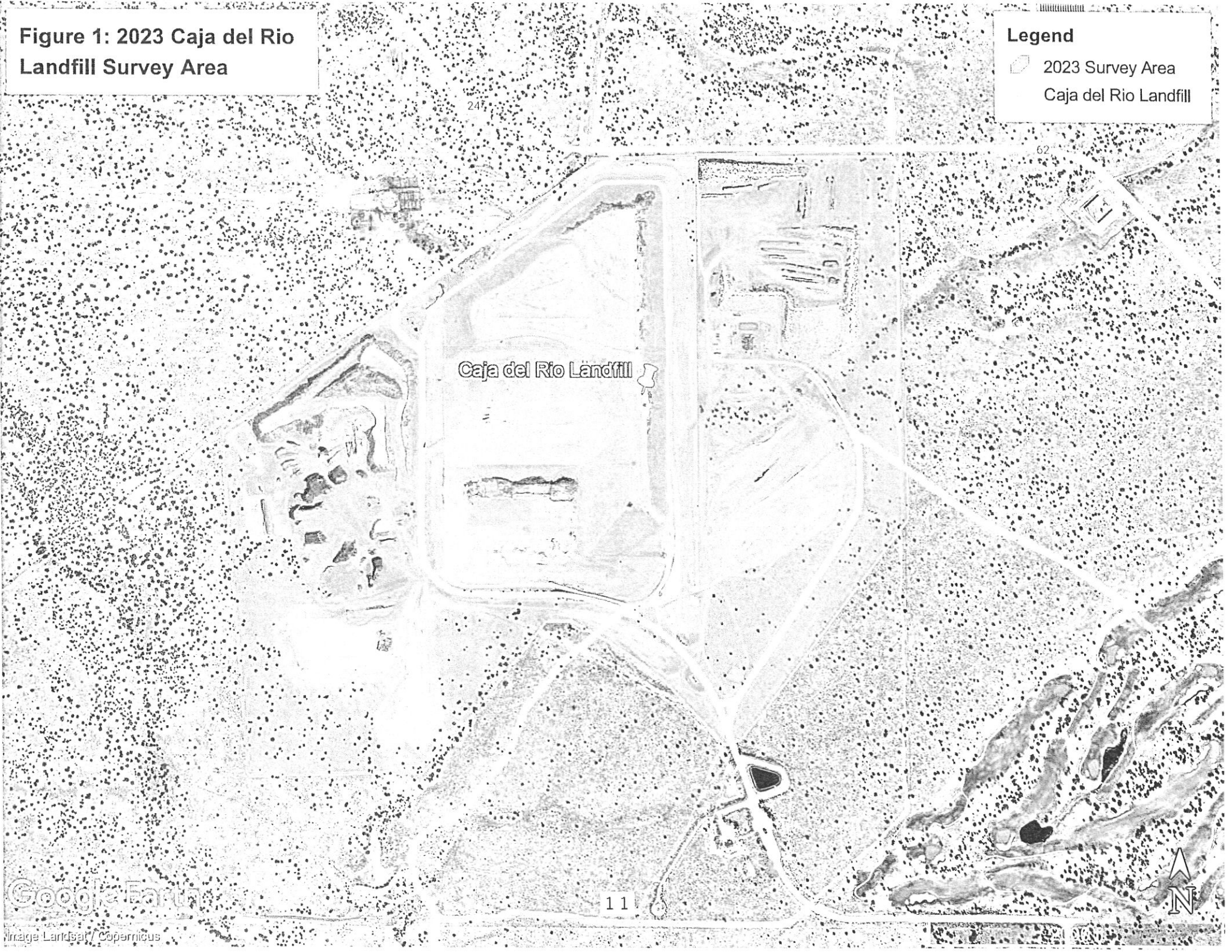
Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2023-2024

**Figure 1: 2023 Caja del Rio  
Landfill Survey Area**

**Legend**

-  2023 Survey Area
-  Caja del Rio Landfill



**ATTACHMENT A**  
Cost Estimate

Cost Estimate  
 Task 9.0: Landfill Survey #3 Topography and Volumetrics  
 SFSWMA On-Call Engineering Services Contract

Tasks	Hours												Other	Subconsultant		Markup	Subtotal	NMGRT	TOTAL
	Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct	Name	Total	on Subs			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	(7.625%)	\$
Task 9.0	1	24	2	12	4	14	6	4	2	6	75	\$12,340	\$0		\$27,500	\$2,750	\$42,590	\$3,247	\$45,837
9.1 PM	1	12					6	4	2	6	31	\$4,640	\$0		\$0	\$0	\$4,640	\$354	\$4,994
9.2 Volumetrics		12	2	12	4	14					44	\$7,700	\$0		\$0	\$0	\$7,700	\$587	\$8,287
9.3 BHI											0	\$0	\$0		\$27,500	\$2,750	\$30,250	\$2,307	\$32,557
<b>TOTAL</b>	<b>1</b>	<b>24</b>	<b>2</b>	<b>12</b>	<b>4</b>	<b>14</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>6</b>	<b>75</b>	<b>\$12,340</b>	<b>\$0</b>		<b>\$27,500</b>	<b>\$2,750</b>	<b>\$42,590</b>	<b>\$3,247</b>	<b>\$45,837</b>

Labor Rates

Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Chill	Tucholke	Gabel	Weispfenning	Hool	Anderson	Scott	Contakos	Dilger	Paturkar
\$250.00	\$195.00	\$270.00	\$170.00	\$100.00	\$170.00	\$130.00	\$120.00	\$95.00	\$100.00

ODC Multiplier
0%

Sub Multiplier
10%

**ATTACHMENT B**  
CDM Smith Schedule of Hourly Billing Rates 2023-2024



ATTACHMENT A

CDM Smith Schedule of Hourly Billing Rates 2023-2024

On-Call Engineering Contract

Santa Fe Solid Waste Management Agency

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$135
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$160
PROFESSIONAL VI	\$170
PROFESSIONAL VII	\$195
PROFESSIONAL VIII	\$200
PROFESSIONAL IX	\$220
SR TECHNICAL SPECIALIST	\$250
SENIOR TECHNICAL CONSULTANT	\$270
CONTRACT OFFICER	\$250
DESIGNER/DRAFTER	\$150
SENIOR DESIGNER/DRAFTER	\$170

PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$95
SENIOR PROCUREMENT SPECIALIST	\$120
SENIOR CONTRACT ADMINISTRATOR	\$130

Notes: 1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.  
2. Subconsultant Costs will be multiplied by a factor of 1.1.

**EXHIBIT B**

Scope of Services  
for  
Task 10 – Miscellaneous Engineering Support



6001 Indian School Road NE, Suite 310  
Albuquerque, New Mexico 87110  
tel: 505-243-3200  
fax: 505-243-2700

September 13, 2023

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

Subject: Santa Fe Solid Waste Management Agency  
Task Order Proposal for Task 10.0 – Miscellaneous Engineering Support

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Task 10 – Miscellaneous Engineering Support under our On-Call Engineering Services Contract. The following sections detail the scope for Miscellaneous Engineering Support. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.

## **Task 10.0 Miscellaneous Engineering Support**

### **10.1 Project Management**

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

### **10.2 Engineering Support**

SFSWMA may request meetings or consultation with CDM Smith, as well engineering services or operational support services not previously identified for the Caja del Rio Landfill or for the BuRRT Facility. This may include support such as permitting assistance, management plan updates, grading plans and GPS data for heavy equipment, and engineering consultation. Miscellaneous assignments under this Task are intended to be of a limited scope, budget, and duration and can be initiated and completed more expeditiously under this authorization.

#### ***Assumptions:***

- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.
- The scope of services will not exceed the budget for this task; if the scope requires a budget greater than what is available in this task, a separate task order will be prepared and submitted for SFSWMA approval.





Mr. Randall Kippenbrock, P.E.  
September 13, 2023  
Page 2

***Deliverables:***

- Monthly progress reports and invoices (via email)

**Schedule**

The schedule for assignments under Task 10.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

**Cost Estimate**

Task 10.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$9,725 excluding NMGR. The Cost Estimate for Task 10.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2023-2024) is provided as **Attachment B**.

**Proposal Approval**

We appreciate your review of our Task Order Proposal for Task 10.0 – Miscellaneous Engineering Support, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

A handwritten signature in cursive script that reads "Dacia Tucholke".

Dacia Tucholke, PMP  
Project Manager  
CDM Smith Inc.

Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2023-2024

**ATTACHMENT A**  
Cost Estimate

Cost Estimate  
 Task 10.0: Miscellaneous Engineering Support  
 SFSWMA On-Call Engineering Services Contract

Tasks	Hours							Other		Subconsultant		Markup	Subtotal	NMGRT	TOTAL
	Prof VII	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct	Name	Total	Total	\$	\$	\$
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	Costs						
Task 10.0	14	15	14	10	6	5	64	\$9,660	\$65		\$0	\$0	\$9,725	\$742	\$10,467
10.1 Support Services	14	15	14	10	6	5	64	\$9,660	\$65		\$0	\$0	\$9,725	\$742	\$10,467
<b>TOTAL</b>	<b>14</b>	<b>15</b>	<b>14</b>	<b>10</b>	<b>6</b>	<b>5</b>	<b>64</b>	<b>\$9,660</b>	<b>\$65</b>		<b>\$0</b>	<b>\$0</b>	<b>\$9,725</b>	<b>\$742</b>	<b>\$10,467</b>

Labor Rates

Prof VII	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls
Tucholke	Weispfenning	Hool	Anderson	Scott	Binayak
\$195.00	\$170.00	\$100.00	\$170.00	\$130.00	\$100.00

ODC Multiplier
0%

Sub Multiplier
10%

**ATTACHMENT B**  
CDM Smith Schedule of Hourly Billing Rates 2023-2024



## ATTACHMENT A

### CDM Smith Schedule of Hourly Billing Rates 2023-2024

#### On-Call Engineering Contract

#### Santa Fe Solid Waste Management Agency

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<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>TECHNICAL/PROFESSIONAL SERVICES</u>	
PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$135
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$160
PROFESSIONAL VI	\$170
PROFESSIONAL VII	\$195
PROFESSIONAL VIII	\$200
PROFESSIONAL IX	\$220
SR TECHNICAL SPECIALIST	\$250
SENIOR TECHNICAL CONSULTANT	\$270
CONTRACT OFFICER	\$250
DESIGNER/DRAFTER	\$150
SENIOR DESIGNER/DRAFTER	\$170
<u>PROFESSIONAL SUPPORT SERVICES</u>	
PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$95
SENIOR PROCUREMENT SPECIALIST	\$120
SENIOR CONTRACT ADMINISTRATOR	\$130

*Notes: 1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.*

*2. Subconsultant Costs will be multiplied by a factor of 1.1.*

**ATTACHMENT 2**

**Amendment No. 2 to the Agreement with CDM Smith**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
CDM SMITH INC.  
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 2 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide on-call engineering services (RFP No. 21/11/P).

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

**1. TERM AND EFFECTIVE DATE**

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

- A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.
- 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.

2. **AGREEMENT IN FULL FORCE**

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

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

*Randall Kippenbrock*  
Randall Kippenbrock, P.E.  
Executive Director

May 31, 2023  
Date:

**CONTRACTOR:**

*Robert A. Fowlie*  
Robert A. Fowlie, P.E.  
Client Services Leader  
CDM Smith Inc.

5/31/2023  
Date

**APPROVED AS TO FORM:**

*Nancy R. Long*  
Nancy R. Long  
Agency Attorney

05/31/2023  
Date:

**ATTACHMENT 3**

**Amendment No. 1 to the Agreement with CDM Smith**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
CDM SMITH INC.  
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 1 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“Contractor”). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide on-call engineering services (RFP No. '21/11/P).

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

**1. TERM AND EFFECTIVE DATE**

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

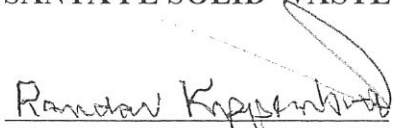
- A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may 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.

2. AGREEMENT IN FULL FORCE

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

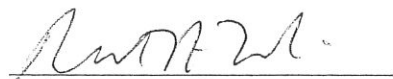
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

  
Randall Kippenbrock, P.E.  
Executive Director

6-1-22  
Date:

**CONTRACTOR:**

  
Robert A. Fowlie, P.E.  
Client Services Leader  
CDM Smith Inc.

6-3-22  
Date

**APPROVED AS TO FORM:**

  
Nancy R. Long  
Agency Attorney

6-1-2022  
Date:

**ATTACHMENT 4**

**Professional Services Agreement with CDM Smith**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
CDM SMITH INC.  
(Engineering Services – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“Contractor”) for engineering services 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 Services attached hereto as Exhibit A.

**2. STANDARDS OF PERFORMANCE; LICENSES**

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

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

**3. COMPENSATION**

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed One Hundred Sixty-One Thousand Eight Hundred Seventy-Two Dollars and No Cents (\$161,872.00).

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

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for

services performed in accordance with the fee schedule set forth in the Scope of Services 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 May 20, 2022, 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**

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

1) Contractor shall render a final report of the services performed up to the

date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. 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. OWNERSHIP OF WRITTEN PRODUCTS**

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

**10. 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.

**11. 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.

**12. RELEASE**

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

13. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial general liability insurance of \$2,000,000 for each occurrence and \$4,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. The Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is canceled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$2,000,000 for each claim.

D. 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.

**14. 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.

**15. 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.

**16. 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.

**17. RECORDS AND AUDIT**

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, City of Santa Fe Finance Department, and the

State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

**18. 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.

**19. AMENDMENT**

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

**20. SCOPE OF AGREEMENT**

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

**21. 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.

**22. 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.

**23. NOTICES**

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

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

**CONTRACTOR:** Mr. Robert A. Fowlie, P.E., BCEE  
Client Services Leader  
CDM Smith Inc.  
6001 Indian School Road NE, Suite 310  
Albuquerque, NM 87110

B. Such notices may be delivered by:

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

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

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

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

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

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

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

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

*JoAnne Vigil Coppler*      5/20/21  
JoAnne Vigil Coppler      Date:  
Chairperson

**ATTEST:**

*Kristine Bustos-Mihelcic*  
Kristine Bustos-Mihelcic      *km*  
Santa Fe City Clerk

**CONTRACTOR:**

*Robert A. Fowlie*      5-24-21  
Robert A. Fowlie, P.E.      Date  
Client Services Leaser  
CDM Smith Inc.

**APPROVED AS TO FORM:**

*Nancy R. Long*      5-21-2021  
Nancy R. Long      Date:  
Agency Attorney

**EXHIBIT A**

**Scope of Services**



6001 Indian School Road NE, Suite 310  
Albuquerque, New Mexico 87110  
tel: 505-243-3200  
fax: 505-243-2700

May 5, 2021

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

Subject: Santa Fe Solid Waste Management Agency  
Task Order Proposal for Year 1 On-Call Engineering Services

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Year 1 of our On-Call Engineering Services Contract. This Task Order Proposal includes the scope of work and budgets for Year 1 Tasks discussed with SFSWMA during our conference call on 3/1/2021; and updated based on our call on 4/29/2021 and your email dated 5/4/2021. A general summary of anticipated tasks for Years 2, 3, 4, and Future Tasks are also included herein.

The following tasks are anticipated to be completed during Year 1 of the Contract:

- Task 1.0 BuRRT Glass Crushing Area Improvements
- Task 2.0 Landfill Management Plans Closeout
- Task 3.0 Landfill Section 404 Evaluation
- Task 4.0 Landfill Survey #1-Topography & Volumetrics
- Task 5.0 Landfill Survey #2-Topography & Volumetrics
- Task 6.0 Landfill Inbound Scale Replacement
- Task 7.0 Landfill Operational Support
- Task 8.0 Miscellaneous Engineering Services

The following sections detail the Task Orders identified above. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.





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## Year 1 Tasks

### Task 1.0 BuRRT Glass Crushing Area Improvements

The glass crushing operation is located on the southwest side of the BuRRT facility and includes glass crushing equipment, as well as concrete bunkers and an asphalt apron. CDM Smith recently completed construction plans and specifications for the BuRRT glass crushing area improvements project (ITB 21/13/B). The improvements consisted of constructing a reinforced concrete bunker to store glass bottles for crushing; repairs to the existing concrete bunkers; new asphalt pavement; and general cleanup of the area. The new concrete bunker will have steel plates on the inside, similar to the push walls in the transfer station. The purpose of this task is to complete the next project phase including bid and construction phase services, which are detailed below.

#### 1.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

#### 1.2 Bidding Phase Services

- CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:
- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to two addenda).
- Evaluate the bids and recommend award

#### 1.3 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting
- Review contractor's submittals
- Respond to contractor's requests for information (RFIs)
- Prepare and review change orders



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- Review and approval of contractor's applications for payment
- Answer contractor's questions during construction
- Perform two onsite inspections during construction
- Perform one onsite walkthrough at substantial and final completion
- Prepare record drawings

***Assumptions:***

- No further design work is required
- Construction Plans & Specifications are ready for Bidding Phase
- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Plans & Specifications to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- Meetings (pre-bid and pre-construction) will be virtual
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor
- CDM Smith will make three site inspection visits, two during construction, and one for substantial completion
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- Project timeline will not exceed 4 months. Schedule extensions may result in additional costs.
- Full-size hard copies of construction plans will not be provided
- Record drawings be provided in a reduced hard copy format (11 x 17-inches) along with an electronic copy.



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***Deliverables:***

- Monthly progress reports and invoices (via email)
- Up to two addenda
- Recommendation of Award and Bid Tabulation
- One hard copy and one electronic copy (CD) of the Project Files Binder will be provided to SFSWMA for recordkeeping, and will include copies of: submittals, RFIs, change orders, pre-construction meeting agenda/notes, pay applications, daily construction progress reports by Owner, site visits by Engineer, certificate of substantial completion, and record drawings (11 x 17 inches).

**Schedule**

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual kickoff meeting with SFSWMA to plan the schedule for bidding and construction. Task 1.0 project work is estimated to be completed within 4 months of Notice to Proceed.

**Cost Estimate**

Task 1, BuRRT Glass Crushing Area Improvements project work be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$33,210 excluding NMGRT. The Cost Estimate for Task 1 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 2.0 Landfill Management Plans - Closeout**

SFSWMA's Solid Waste Facility Permit for the Caja del Rio Landfill was approved by NMED SWB in 2015 and includes several landfill management plans for the facility. These plans were prepared by CDM Smith and Bluewater Environmental Consulting LLC (Bluewater) as part of the permitting effort. SFSWMA is updating select portions of these plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

The Draft Landfill Management Plans were prepared and submitted to SFSWMA on 10/19/2020, and Fill Progression Figures (additional requested scope item) were provided on 2/12/2021. Our work on this project under the Engineering Services 2020 Contract exceeded the upper limit due to additional scope and extended timelines. The purpose of this task is to close out the Landfill Management Plan updates project as described below.



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## 2.1 Management Plan Closeout

This task includes project management (project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing), and finalization of the Landfill Management Plans. SFSWMA will provide final edits/comments to CDM Smith for the Landfill Management Plans. CDM Smith will prepare a submittal (hard copy and PDF) for the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) review. We anticipate one request for additional information from NMED SWB prior to finalizing the documents.

### *Assumptions:*

- Project timeline will not exceed three months. Schedule extensions may result in additional costs.
- One virtual meeting to review SFSWMA comments on Draft plans
- CDM Smith will respond to one request for additional information from NMED SWB
- A meeting with NMED SWB is not required
- CDM Smith will not be responsible for updating, reviewing, or submitting documents prepared by Bluewater
- A meeting with Bluewater is not required
- No travel is required by CDM Smith staff

### *Deliverables:*

- Monthly progress reports and invoices (via email)
- NMED SWB review – one hard copy will be provided in track changes format for regulatory review and approval, incorporating comments from SFSWMA.
- Final landfill management plan updates (with NMED SWB approval) – 2 hard copies and PDF (CD) to SFSWMA and 2 hard copies to NMED SWB.
- If required, portions of the Final (NMED SWB-approved) plan updates will be provided as PDFs to Bluewater Environmental, LLC in track changes format (via email).

## Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual meeting to review SFSWMA's comments on the Draft Plans. CDM Smith will incorporate SFSWMA's edits and comments and prepare electronic and hard copy submittals for NMED SWB. Once SWB issues comments, CDM Smith



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will update the Plans and re-submit final copies for NMED SWB approval. Task 2.0, Landfill Management Plan project work is estimated to be completed within 3 months of Notice to Proceed.

### **Cost Estimate**

Task 2.0, Landfill Management Plan Closeout will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$5,130 excluding NMGRT. The Cost Estimate for Task 2.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

### **Task 3.0 Section 404 Evaluation**

An arroyo intersects a portion of the undeveloped East Phase of the Caja del Rio Landfill. The United States Army Corps of Engineers (USACE) administers permit applications for sediment discharges associated with projects under Section 404 of the Clean Water Act. The purpose of this task is to determine if a Section 404 Permit will be required for development of the East Phase. CDM Smith will work with our specialty subconsultant, Rocky Mountain Ecology (RME) on the Section 404 Evaluation.

#### **3.1 Project Management**

Project management includes project setup, project kickoff, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

#### **3.2 Section 404 Evaluation**

RME will conduct a field inspection to delineate the ordinary high-water mark for the arroyo and prepare a Preliminary Request for Jurisdictional Determination (PJD) for submittal to the USACE to initiate the consultation process.

#### ***Assumptions:***

- A virtual kickoff meeting will be held with SFSWMA, CDM Smith, and RME
- Once USACE provides a determination, a conference call will be held with SFSWMA, CDM Smith, and RME to discuss the next phase of the project, as needed
- This phase of work does not include 404 permitting, notifications, cultural surveys, or biological surveys; if USACE determines that the referenced arroyo is under their jurisdiction, a second phase of work will be proposed to SFSWMA to address USACE requirements.
- Project timeline will not exceed three months. Schedule extensions may result in additional costs.



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**Deliverables:**

- Monthly progress reports and invoices (via email)
- PJD documentation and submittal to USACE

**Schedule**

RME can mobilize to complete the site inspection within one week of Notice to Proceed. USACE does not have a regulatory timeline for response to the PJD, though they average 30-45 days. The Task 7.0, Section 404 Evaluation project work is estimated to be completed within 3 months of Notice to Proceed.

**Cost Estimate**

Task 3.0, Section 404 Evaluation will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$11,450 excluding NMGR. The Cost Estimate for Task 3.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 4.0 Landfill Survey #1-Topography & Volumetrics**

The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith's specialty subconsultant, Bohannon Huston Inc. (BHI) will complete an aerial topographic survey (Survey #1) for select portions of the Caja del Rio Landfill during the second calendar quarter of 2021. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

**4.1 Project Management**

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

**4.2 Topographic Survey**

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #1 survey areas constitute approximately 150 acres. Survey areas are listed below and depicted on **Figure 1**:

# Revised Caja Survey #1

Includes Revised Area for Cells 5/6 (shown in Red)

## Legend

-  Caja - Survey #1 - NEW Extents for Cells 5/6 Area
-  Caja - Survey #1 Extents
-  Caja del Rio Landfill

24

Landfill Access Rd

Google Earth

©2021 Google

48

2000 ft





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- Composting Area
- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a
- Cell 5B
- Del Hur Area

### 4.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #1 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.



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**Assumptions:**

- Survey limits will remain consistent with those depicted in Figure 1. Changes to survey limits may increase the cost of the survey.
- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

**Deliverables:**

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

**Schedule**

The schedule for Task 4.0, Landfill Survey #1 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Del Hur is currently performing crushing operations, and once these are completed (anticipated during summer 2021), the survey can be scheduled. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 4.0 project work is estimated to be completed within 2 months of Notice to Proceed.

**Cost Estimate**

Task 4.0, Landfill Survey #1 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$32,530 excluding NMGRT. The Cost Estimate for Task 4.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 5.0 Landfill Survey #2-Topography & Volumetrics**

CDM Smith’s specialty subconsultant, Bohannon Huston Inc. (BHI) will complete a second aerial topographic survey (Survey #2) for select portions of the Caja del Rio Landfill during late 2021 or 2022, in consultation with SFSWMA. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

**5.1 Project Management**

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

## 5.2 Topographic Survey

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #2 survey areas constitute approximately 80 acres. Survey areas are listed below and depicted on **Figure 2**:

- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a

## 5.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetric calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #2 (as applicable):

- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

### **Assumptions:**

- Survey limits will remain consistent with those depicted in Figure 2. Changes to survey limits may increase the cost of the survey.

# Caja del Rio Landfill

Survey #2 Extents, includes

- East Phase Cells 7-9 (excavation)
- Active Area Cells 6b/6a (disposal)

24

**Legend**

- 6a
- Caja - Survey #1 Extents
- Caja del Rio Landfill

Landfill Access Rd

Caja del Rio Landfill



5 2

2000 ft



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- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

**Deliverables:**

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

**Schedule**

The schedule for Task 5.0, Landfill Survey #2 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Due to the later start of Survey #1, this survey may not occur until mid-to-late 2022. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 5.0 project work is estimated to be completed within 2 months of Notice to Proceed.

**Cost Estimate**

Task 5.0, Landfill Survey #2 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$21,215 excluding NMGR. The Cost Estimate for Task 5.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 6.0 Landfill Inbound Scale Replacement**

The purpose of this Task is to provide SFSWMA with bidding and construction phase services associated with removal of the existing mechanical lever system, and installation of a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells. The existing inbound scale system at the Landfill is a pit-type mechanical scale with a concrete deck. Scale systems include three components: the deck, the weighbridge, and the load cells. SFSWMA would like to replace the existing mechanical lever system and install a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells.

Based on information provided by SFSWMA and the company that maintains and calibrates the scales (Rusty's Weigh Scales and Service, Inc.), the deck and the weighbridge are in good condition and do not require replacement or repairs. SFSWMA has indicated that Rusty's will inspect the second headwall in the pit to determine if damages exist during their next calibration visit. If damage to the second headwall exist, repairs to the concrete would be included in the bid package for replacement of the existing scale lever system. CDM Smith's services will consists of preparing bid documents (request for proposal and specifications) for replacement of the existing mechanical lever system and repairs to the existing concrete headwall, if required.



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## 6.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

### *Assumption:*

- Project timeline will not exceed four months. Schedule extensions may result in additional costs.

### *Deliverable:*

- Monthly progress reports and invoices (via email)

## 6.2 Specifications Package

Replacement of the load cells will not require engineering design work, and a construction plan set is not required. The construction bid package will include Specifications which incorporate SFSWMA's standard front ends; as well as technical specifications provided by Mettler Toledo for the Powercell® PDX® load cells. We will also include specifications for concrete repairs if required.

CDM Smith assumes that the electrical source and capacity for the new load cells is available on-site, and that the contractor/scale vendor will provide all electrical connections. Therefore, electrical design modifications are not included in this task order. If electrical design work is required, CDM Smith will work with SFSWMA to develop an appropriate scope of work and budget. The replacement scale will be interfaced to SFSWMA's scale house computer system by the supplier of that system. System interface points will be supplied from the scale manufacturer.

CDM Smith will hold a virtual meeting with SFSWMA to review comments on the specifications package prior to finalizing the documents. CDM Smith will also provide an Engineer's Opinion of Probable Construction Cost.

### *Assumptions:*

- One virtual project kickoff meeting with CDM Smith and SFSWMA
- The specification package for this work will not be prepared until after Rusty's Weigh Scales and Service inspect the concrete headwall during their next calibration visit.
- Engineering design work is not required, and no construction plans will be provided with the bid package
- One virtual review meeting for the Draft Specifications Package

### *Deliverables:*

- Draft/Final Specifications Package (electronic only/PDF)



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- Engineer's Opinion of Probable Construction Cost (electronic only/PDF)

### 6.3 Bidding Phase Services

CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:

- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to 2 addenda).
- Evaluate the bids and recommend award

#### *Assumptions:*

- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Bid Package (Specifications) to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor

#### *Deliverables:*

- Up to two addenda
- Recommendation of Award and Bid Tabulation

### 6.4 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting



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**Assumptions:**

- CDM Smith will make one site visit during construction
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- The contractor will manage any permitting coordination required

**Deliverable:**

- One electronic copy (PDF) of the Site Visit Report

**Schedule**

CDM Smith will prepare the Draft Specifications Package within six weeks of Notice to Proceed. CDM Smith will schedule a conference call with SFSWMA after the Draft is issued. Final comments will be incorporated into the Final Specifications Package and advertised by SFSWMA and plan the schedule for bidding and construction. Once the Contractor is selected, construction phase services are estimated to take 5 days. Task 6.0 project work is estimated to be completed within 4 months of Notice to Proceed.

**Cost Estimate**

Task 6, Landfill Inbound Scale Replacement project work will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$24,380 excluding NMGRT. The Cost Estimate for Task 6 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 7.0 Landfill Operational Support**

SFSWMA requires operational support for the Landfill which may include activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel. The purpose of this Task is to provide operational support for the Landfill’s Trimble Global Positioning System (GPS) on an as-needed basis.

**7.1 Project Management**

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

**7.2 GPS Assistance and Data**

CDM Smith’s Project Manager and Engineering will work with our Senior Designer/Drafter to coordinate with SFSWMA to prepare topographic data for GPS excavation and buildout of landfill cells and stormwater features.



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**Assumptions:**

- SFSWMA has calibrated the Trimble GPS system to the site’s coordinate system
- GPS assistance is assumed to consist of up to three areas for assistance as defined by SFSWMA; and each request is assumed to required four hours of staff Engineer and eight hours of staff civil Designer/Drafter.

**Deliverables:**

- Monthly progress reports and invoices (via email)
- Format of deliverables will be 3D models for use with Trimble GPS system, based on Caja del Rio’s coordinate system

**Schedule**

The schedule for assignments under Task 7.0 Landfill Operational Support will be determined on a case-by-case basis.

**Cost Estimate**

Task 7.0, Landfill Operational Support will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$12,140 excluding NMGR. The Cost Estimate for Task 7.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Task 8.0 Miscellaneous Engineering Services**

SFSWMA may require additional engineering support from CDM Smith. Under this Task, SFSWMA may request that CDM Smith provide engineering services not previously identified for the Caja del Rio Landfill or for the BuRRT Facility.

**8.1 Project Management**

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

**8.2 Engineering Services**

Miscellaneous assignments under this Task are intended to be of a limited scope and duration and can be initiated and completed more expeditiously under this authorization.

**Assumptions:**

- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.



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- Separate task orders will not be prepared for these services.

**Deliverables:**

- Monthly progress reports and invoices (via email)

**Schedule**

The schedule for assignments under Task 8.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

**Cost Estimate**

Task 8.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$10,000 excluding NMGRT. The Cost Estimate for Task 8.0 is included in **Attachment A**. CDM Smith’s Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

**Anticipated Tasks for Years 2, 3, 4, and Future Tasks**

**Year 2 Tasks**

The following tasks have been identified by SFSWMA for Year 2 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

**Landfill Maintenance Shop Floor Restoration**

The landfill maintenance shop floor currently includes embedded railings. SFSWMA would like to convert a bay area to smooth flooring in order to be able to use a mobile lift unit (i.e., Mohawk mobile column lifts) for equipment maintenance and repairs. This project requires removal of the existing railings, as well as floor repair, to achieve the surface requirements compatible with use of the mobile lift columns. CDM Smith and team member JRMA will assess the current condition of the maintenance shop floor and identify appropriate repair options which consider repair procedure cost, sustainability, and durability.

**Landfill Operational Support**

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

**BuRRT Roof Rehabilitation**

The BuRRT facility’s transfer building has a 40,000 square foot roof with thermoplastic polyolefin (TPO) membrane roofing. We understand that SFSWMA may need to rehabilitate the roof, and



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project work would include providing plans and specifications for a contractor to be procured under the CES mechanism. CDM Smith and team member JRMA will inspect the roof to assess the extent of the repairs needed. If damage to the roof is extensive, it is possible the structure may be compromised, and a structural analysis may be required. Depending on the extent of the damage, the CDM Smith team will either specify localized repairs to the roofing, or detail and specify an entirely new roof membrane based on the results of the technical representatives' recommendations.

### **BuRRT Facility Management Plan Updates**

CDM Smith successfully assisted SFSWMA with completing the BuRRT Permit Renewal and Modification in 2017. SFSWMA would like to update will prepare updates to the select portions of the BuRRT plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

### **BuRRT Transfer Station Tunnel Scale Installation**

SFSWMA would like to install a low-profile axle scale in the BuRRT facility loadout tunnel to weigh material as it is being loaded into the trailers. Low-profile axle scales can be as low as 6-inches in height, constructed of steel, and are designed to be installed without the need for a pit or foundation system. Most concrete or even asphalt surfaces are sufficient as long as the material is in good condition and relatively flat. The CDM Smith team will review the design of the existing tunnel floor to confirm that it has the design capacity to accept the additional weight of the scale with a loaded truck. In addition, a review of the tunnel ceiling heights will also need to be conducted to confirm that the truck and trailer have a free and clear unobstructed path on to the scale and through the tunnel.

### **Year 3 Tasks**

The following tasks have been identified by SFSWMA for Year 3 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

### **Landfill Design, Construction Plans & Specifications, Construction Oversight**

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

### **Landfill Operational Support**

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment,



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basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

### **Landfill Topographic Surveys**

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.

### **Year 4 Tasks**

The following tasks have been identified by SFSWMA for Year 4 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

### **Landfill Design, Construction Plans & Specifications, Construction Oversight**

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

### **Landfill Operational Support**

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

### **BuRRT Outbound Scale Replacement**

SFSWMA would like to replace the outbound scale at BuRRT with a digital Mettler Toledo scale similar to what was installed for the BuRRT facility inbound truck scale by CDM Smith during 2015-16. Our approach for the outbound scale replacement at BuRRT will be similar to the Year 1-Task 2 Landfill Inbound Scale Replacement described earlier in this Task Order.

### **Landfill Topographic Surveys**

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.



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### Future Tasks

SFSMWA has identified the following tasks as future tasks that will likely take place outside of the current 4-year On-Call Engineering Services Contract, but could be incorporated within the next four (4) years depending on need:

- Caja del Rio Landfill Design, Construction Plans & Specifications, Construction Oversight
- Caja del Rio Landfill - Access Road Pavement Rehabilitation
- BuRRT - Concrete Scrap Tire Containment Area
- Solid Waste Facility Permit Documents
- Facility Corrective Action/Remedial Issues
- Additional General Engineering Services
- Feasibility Studies/Strategic Planning
- Technical Services/Renewables

### Year 1 Cost Estimate Summary

As noted for each of the ten Task Orders proposed for Year 1 of the On-Call Engineering Services Contract, detailed cost estimates are provided in Attachment A. In addition, a summary of the not-to-exceed cost for each Task, including estimated NMGR, is provided in the table below. The total cost of Tasks 1-10 (Year 1) is \$150,055, excluding NMGR. NMGR is estimated to be approximately \$11,817 at the current rate of 7.875%.

Task No.	Name	Cost Estimate	NMGR	Total Cost Estimate
1	BuRRT - Glass Crushing Area Improvements	\$33,210	\$2,615	\$35,825
2	Landfill Management Plans Closeout	\$5,130	\$404	\$5,534
3	Landfill – Section 404 Evaluation	\$11,450	\$902	\$12,352
4	Landfill Survey #1-Topography & Volumetrics	\$32,530	\$2,562	\$35,092
5	Landfill Survey #2-Topography & Volumetrics	\$21,215	\$1,671	\$22,886
6	Landfill Inbound Scale Replacement	\$24,380	\$1,920	\$26,300
7	Landfill – Operational Support	\$12,140	\$956	\$13,096
8	Miscellaneous Engineering Services	\$10,000	\$788	\$10,788
<b>Totals</b>		<b>\$150,055</b>	<b>\$11,817</b>	<b>\$161,872</b>

NMGR = 7.875%



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## Proposal Approval

We appreciate your review of our Task Order Proposal for Year 1 On-Call Engineering Services, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713, or Robert Fowlie (Client Service Leader) at 505.353.3709 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

Dacia Tucholke  
Project Manager  
CDM Smith Inc.

Robert A. Fowlie, P.E., BCEE  
Associate/Client Service Leader  
CDM Smith Inc.

### Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2021-2022

cc: File

**ATTACHMENT A**  
Cost Estimate

**Cost Estimate**  
**Task 1: BuRRT Glass Crusher Area Improvements**  
**SFSWMA On-Call Engineering Services Contract - Year 1**

Tasks	Hours										Other Direct Costs	Subconsultant		Markup on Subs Total	Subtotal	NMGR (7.875%)	TOTAL
	Contract Officer	Project Manager	Prof V	Prof I	Designer/Drafter	Sr Designer/Drafter	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$	
<b>Task 1</b>	<b>26</b>	<b>56</b>	<b>40</b>	<b>30</b>	<b>6</b>	<b>12</b>	<b>12</b>	<b>20</b>	<b>14</b>	<b>216</b>	<b>\$32,710</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,210</b>	<b>\$2,615</b>	<b>\$35,825</b>
1.1 PM	2	36					12	4	14	68	\$9,450	\$0	\$0	\$0	\$9,450	\$744	\$10,194
1.2 Bid Phase	8	10	10	10	3	4				45	\$7,460	\$0	\$0	\$0	\$7,460	\$587	\$8,047
1.3 Constr Phase	16	10	30	20	3	8		16		103	\$15,800	\$500	\$0	\$0	\$16,300	\$1,284	\$17,584
<b>TOTAL</b>	<b>26</b>	<b>56</b>	<b>40</b>	<b>30</b>	<b>6</b>	<b>12</b>	<b>12</b>	<b>20</b>	<b>14</b>	<b>216</b>	<b>\$32,710</b>	<b>\$500</b>	<b>\$0</b>	<b>\$0</b>	<b>\$33,210</b>	<b>\$2,615</b>	<b>\$35,825</b>

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Designer/Drafter	Sr Designer/Drafter	Sr Contract Admin	Clerical	Project Controls
Fowle	Tucholke	Hahn	Bicknell	Johnson	Anderson	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$160.00	\$160.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

**Cost Estimate**  
**Task 2: Landfill Mangement Plans Closeout**  
**SFSWMA On-Call Engineering Services Contract - Year 1**

Tasks	Hours						Labor Totals		Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL
	Project Manager	Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls	Hours	\$	Direct	Name	Total	on Subs				
	Hours	Hours	Hours	Hours	Hours			\$	Costs		\$	Total	\$		
<b>Task 2</b>	<b>13</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>39</b>	<b>\$5,015</b>	<b>\$115</b>					<b>\$5,130</b>	<b>\$404</b>	<b>\$5,534</b>
2.1 LF Plans Closeout	13	8	6	6	6	39	\$5,015	\$115					\$5,130	\$404	\$5,534
<b>TOTAL</b>	<b>13</b>	<b>8</b>	<b>6</b>	<b>6</b>	<b>6</b>	<b>39</b>	<b>\$5,015</b>	<b>\$115</b>					<b>\$5,130</b>	<b>\$404</b>	<b>\$5,534</b>

**Labor Rates**

Project Manager	Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls
Tucholke	Doak	Scott	Fitch	Paturkar
\$175.00	\$140.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 3: Section 404 Evaluation  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other		Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct	Total		on Subs			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	Name	\$	\$	\$	\$	\$
<b>Task 3</b>	<b>1</b>	<b>24</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>8</b>	<b>47</b>	<b>\$6,500</b>	<b>\$0</b>		<b>\$4,500</b>	<b>\$450</b>	<b>\$11,450</b>	<b>\$902</b>	<b>\$12,352</b>
3.1 PM	1	24	8	4	2	8	47	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
3.2 RME							0	\$0	\$0		\$4,500	\$450	\$4,950	\$390	\$5,340
<b>TOTAL</b>	<b>1</b>	<b>24</b>	<b>8</b>	<b>4</b>	<b>2</b>	<b>8</b>	<b>47</b>	<b>\$6,500</b>	<b>\$0</b>		<b>\$4,500</b>	<b>\$450</b>	<b>\$11,450</b>	<b>\$902</b>	<b>\$12,352</b>

Labor Rates

Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowlie	Tucholke	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 4: Landfill Survey #1 Topography and Volumetrics  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours										Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL	
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals	Direct	Name	Total	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	\$	
<b>Task 4</b>	<b>1</b>	<b>24</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>6</b>	<b>71</b>	<b>\$10,530</b>	<b>\$0</b>		<b>\$20,000</b>	<b>\$2,000</b>	<b>\$32,530</b>	<b>\$2,562</b>	<b>\$35,092</b>
4.1 PM	1	12				6	4	2	6	31	\$4,030	\$0		\$0	\$0	\$4,030	\$317	\$4,347
4.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
4.3 BHI										0	\$0	\$0		\$20,000	\$2,000	\$22,000	\$1,733	\$23,733
<b>TOTAL</b>	<b>1</b>	<b>24</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>6</b>	<b>71</b>	<b>\$10,530</b>	<b>\$0</b>		<b>\$20,000</b>	<b>\$2,000</b>	<b>\$32,530</b>	<b>\$2,562</b>	<b>\$35,092</b>

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowle	Tucholke	Gabel	Welspenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 5: Landfill Survey #2 Topography and Volumetrics  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours										Other	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL	
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	\$	\$
<b>Task 5</b>	<b>1</b>	<b>24</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>6</b>	<b>68</b>	<b>\$10,215</b>	<b>\$0</b>		<b>\$10,000</b>	<b>\$1,000</b>	<b>\$21,215</b>	<b>\$1,671</b>	<b>\$22,886</b>
5.1 PM	1	12				6	1	2	6	28	\$3,715	\$0		\$0	\$0	\$3,715	\$293	\$4,008
5.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
5.3 BHI										0	\$0	\$0		\$10,000	\$1,000	\$11,000	\$866	\$11,866
<b>TOTAL</b>	<b>1</b>	<b>24</b>	<b>2</b>	<b>12</b>	<b>14</b>	<b>6</b>	<b>1</b>	<b>2</b>	<b>6</b>	<b>68</b>	<b>\$10,215</b>	<b>\$0</b>		<b>\$10,000</b>	<b>\$1,000</b>	<b>\$21,215</b>	<b>\$1,671</b>	<b>\$22,886</b>

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowle	Tucholke	Gabel	Weispenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 6: Landfill Inbound Scale Replacement  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours								Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL	
	Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls	Labor Totals	Direct	Name	Total	on Subs				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	\$	\$	
<b>Task 6</b>	<b>28</b>	<b>48</b>	<b>8</b>	<b>38</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>166</b>	<b>\$23,880</b>	<b>\$500</b>		<b>\$0</b>	<b>\$0</b>	<b>\$24,380</b>	<b>\$1,920</b>	<b>\$26,300</b>
6.1 PM	2	24			12		16	54	\$7,140	\$0		\$0	\$0	\$7,140	\$562	\$7,702
6.2 Specs Package	8	8	8	16				40	\$6,240	\$0		\$0	\$0	\$6,240	\$491	\$6,731
6.3 Bid Phase	4	8		8				20	\$3,120	\$0		\$0	\$0	\$3,120	\$246	\$3,366
6.4 Constr Phase	14	8		14		16		52	\$7,380	\$500		\$0	\$0	\$7,880	\$621	\$8,501
<b>TOTAL</b>	<b>28</b>	<b>48</b>	<b>8</b>	<b>38</b>	<b>12</b>	<b>16</b>	<b>16</b>	<b>166</b>	<b>\$23,880</b>	<b>\$500</b>		<b>\$0</b>	<b>\$0</b>	<b>\$24,380</b>	<b>\$1,920</b>	<b>\$26,300</b>

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls
Fowle	Tucholke	Hahn	Blcknell	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 7: Landfill Operational Support  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other		Subconsultant		Markup on Subs	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Prof III	Sr Design/Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct	Total					
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	Name	\$	\$	\$	\$	\$
<b>Task 7</b>	<b>2</b>	<b>26</b>	<b>12</b>	<b>24</b>	<b>8</b>	<b>10</b>	<b>82</b>	<b>\$12,140</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$12,140</b>	<b>\$956</b>	<b>\$13,096</b>
7.1 PM	2	20			8	10	40	\$5,570	\$0		\$0	\$0	\$5,570	\$439	\$6,009
7.2 GPS		6	12	24			42	\$6,570	\$0		\$0	\$0	\$6,570	\$517	\$7,087
<b>TOTAL</b>	<b>2</b>	<b>26</b>	<b>12</b>	<b>24</b>	<b>8</b>	<b>10</b>	<b>82</b>	<b>\$12,140</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$12,140</b>	<b>\$956</b>	<b>\$13,096</b>

Labor Rates

Contract Officer	Project Manager	Prof III	Sr Design/Drafter	Sr Contract Admin	Project Controls
Fowlie	Tucholke	Weispenning	Anderson	Scott	Paturkar
\$230.00	\$175.00	\$140.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate  
 Task 8: Miscellaneous Engineering Services  
 SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other		Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL
	Project Manager	Prof III	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct			on Subs			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	Name	Total	Total	\$	\$	\$
<b>Task 8</b>	<b>16</b>	<b>16</b>	<b>14</b>	<b>13</b>	<b>8</b>	<b>8</b>	<b>75</b>	<b>\$10,000</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$788</b>	<b>\$10,788</b>
8.1 PM	16				8	8	32	\$4,280	\$0		\$0	\$0	\$4,280	\$337	\$4,617
8.2 Eng		16	14	13			43	\$5,720	\$0		\$0	\$0	\$5,720	\$450	\$6,170
<b>TOTAL</b>	<b>16</b>	<b>16</b>	<b>14</b>	<b>13</b>	<b>8</b>	<b>8</b>	<b>75</b>	<b>\$10,000</b>	<b>\$0</b>		<b>\$0</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$788</b>	<b>\$10,788</b>

Labor Rates

Project Manager	Prof III	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls
Tucholke	Weispfenning	Bicknell	Anderson	Scott	Paturkar
\$175.00	\$140.00	\$100.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

**ATTACHMENT B**  
CDM Smith Schedule of Hourly Billing Rates 2021-2022



## ATTACHMENT B

### CDM Smith Schedule of Hourly Billing Rates 2021-2022

#### On-Call Engineering Contract

#### Santa Fe Solid Waste Management Agency

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#### CATEGORIES

#### HOURLY RATES

##### TECHNICAL/PROFESSIONAL SERVICES


PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$140
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$165
PROFESSIONAL VI	\$175
PROFESSIONAL VII	\$200
SR TECHNICAL SPECIALIST	\$230
SENIOR TECHNICAL CONSULTANT	\$240
CONTRACT OFFICER	\$230
DESIGNER/DRAFTER	\$140
SENIOR DESIGNER/DRAFTER	\$160

##### PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$65
CLERICAL	\$85
SENIOR PROCUREMENT SPECIALIST	\$105
SENIOR CONTRACT ADMINISTRATOR	\$120

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director   
**Date:** September 15, 2023  
**Subject:** Discussion with Possible Action Regarding a Facility Name Change for the Caja del Rio Landfill

## SUMMARY

During the August 18, 2023 meeting, the Board requested information regarding a name change for Caja del Rio Landfill. The possible name change is in response to comments made at the August 11, 2023 Caja del Rio Coalition public forum held at El Rancho de Las Golondrinas and attended by Commissioners Bustamante and Hansen.

Research into a facility name change indicates the following:

### New Mexico Environment Department (NMED)

**Solid Waste Bureau** requires a permit modification, which will include:

- Meetings with bureau staff
- Preparation of a modification packet with associated costs,
- Public notice with associated costs,
- Public hearing with associated costs,
- A final order signed by the Cabinet Secretary, and
- \$16,000 application fee.

The current operating permit expires in 2035.

**Ground Water Quality Bureau** requires a permit modification, which will include:

- Preparation of a modification application with associated costs,
- Public notice, and
- \$4,600 application fee.

The current discharge permit was issued on July 26, 2023 and expires in 2028.

### **Petroleum Storage Tank Bureau**

- Complete a facility information form.

### **Air Quality Bureau**

- Complete a facility information form and update reporting templates.

### U.S. Environment Protection Agency (EPA)

#### **Greenhouse Gas Reporting Program**

- Update the name profile on e-GGRT.

## **Multi-Sector General Permit (SWPPP)**

- Justification for the name change,
- Formal letter, signed and certified by a signatory authority, and
- A signed secretary of state certification approving the name change.

Update fee ordinance.

Update billing and shipping information of the name change with vendors, contractors and consulting firms.

Notify insurance carrier(s) of the name change so the carrier(s) can endorse the policies to reflect the change.

Update HR information for landfill employees.

Update Agency's website and landfill signage.

The Agency staff does not recommend a facility name change. Instead, the staff recommends collaborating with the US Forest Service (USFS) and the Bureau of Land Management (BLM) on illegal dumping and partnering with the Caja del Rio Coalition; e.g., provide roll-off containers for cleanup events.

## **BACKGROUND**

Caja del Rio Landfill adjoins the Caja del Rio, an arid plateau of approximately 106,000 acres. The Caja del Rio plateau is managed by the USFS and BLM. The Caja del Rio Coalition has expressed concern about the lack of management and protection, including persistent illegal dumping, of the plateau by the federal agencies.

On August 5, 1994, the City of Santa Fe, as the applicant for the City and Santa Fe County, submitted the original landfill permit application to the New Mexico Environment Department – Solid Waste Bureau. The application identified the proposed facility as the Caja del Rio Solid Waste Facility.

On February 8, 1995, the City and County entered into the Joint Powers Agreement (JPA) establishing the Santa Fe Solid Waste Management Agency. Per the JPA, the City and County delegated the Agency the power to plan, permit, construct, operate, and maintain a cost-effective regional solid waste landfill. Caja del Rio Landfill is not referenced in the JPA because the JPA predated the Landfill.

On June 27, 1995, the New Mexico Environment Department issued a solid waste facility permit for Caja del Rio Landfill.

On May 12, 1997, Caja del Rio Landfill commenced operations.

## **ACTION REQUESTED**

The matter is before the Board for discussion and possible action.