



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
April 16, 2026 at 5:00 PM
Grant Conference Room, 2nd
Floor
240 Grant Avenue
Santa Fe, NM 87501**

**Procedures for Solid Waste Management Agency Joint Powers Board Meeting
Members of the public and staff can attend the Joint Powers Board meeting in
person or virtually via WebEx by following the information below:**

Click [Here](#) to Join by WebEx Meeting Link using a computer/laptop/smartphone.

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

Meeting Number (Access Code): 2557 935 0651

Meeting Password: 7522 7239

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
 - A. Approval of Agenda
- IV. Matters from the Public
- V. Approval of Minutes
 - A. Regular Meeting — March 19, 2026
- VI. Approval of Consent Calendar
- VII. Consent Calendar
 - A. Request for Approval of Amendment No. 7 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P); and
 1. Extend the Term of the Agreement through May 30, 2027.
 2. Increase the Compensation by \$1,100,000 for a Total Amount Not to Exceed \$5,975,000.
 3. Approval of Budget Increase to 8100852.510310 (Service Contracts) from

810.100700 (Operating Cash Fund Cash) in the Amount of \$240,000.

- B. Request for Approval of Amendment No. 1 to the Construction Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. '22/25/P); and
 - 1. Amend the Scope of Services to Include Basalt Rock Excavation and Blasting.
 - 2. Amend the Royalty Compensation for Basalt Aggregates Produced and Sold.
- C. Request for Approval of Mineral Materials Contract with the Bureau of Land Management for the Sale of Crushed Basalt Rock (Aggregate) at the Caja del Rio Landfill, and Authorizing the SFSWMA Executive Director to Act as the Contract Representative and Signatory Authority for Installment Payments; and
 - 1. Approval of Budget Increase to 8100851.510600 (Reimbursement Share of Sales) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$20,000.

VIII. Matters from the Executive Director

IX. Matters from - City and County

- A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.
- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.
- C. Ernestina Baca, Accountant, Santa Fe Solid Waste Management Agency.

X. Matters from the Board

XI. Next Meeting: May 21, 2026

XII. Adjourn

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Rosalie Cardenas at (505) 424-1850, extension 150.

AGENDA

Santa Fe Solid Waste Management Agency
Joint Powers Board

Regular Meeting

Thursday, April 16, 2026, at 5:00 PM
Hybrid In-Person and Virtual Meeting
Santa Fe County Administrative Complex
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501

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.my/j.php?MTID=m330356166704d8cff45e7fbb21d7f989>

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

Meeting Number (Access Code): 2560 755 8165

Meeting Password: DynTHepK834 (39684375 when dialing from a phone)

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Matters from the Public**
- V. Approval of Minutes**
 - A. Regular Meeting – March 19, 2026
- VI. Approval of Consent Calendar**
- VII. Consent Calendar**
 - A. Request for Approval of Amendment No. 7 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P); and
 1. Extend the Term of the Agreement through May 30, 2027.
 2. Increase the Compensation by \$1,100,000 for a Total Amount Not to Exceed \$5,975,000.

3. Approval of Budget Increase to 8100852.510310 (Service Contracts) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$240,000.
- B. Request for Approval of Amendment No. 1 to the Construction Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill (RFP No. '22/25/P); and
1. Amend the Scope of Services to Include Basalt Rock Excavation and Blasting.
 2. Amend the Royalty Compensation for Basalt Aggregates Produced and Sold.
- C. Request for Approval of Mineral Materials Contract with the Bureau of Land Management for the Sale of Crushed Basalt Rock (Aggregate) at the Caja del Rio Landfill, and Authorizing the SFSWMA Executive Director to Act as the Contract Representative and Signatory Authority for Installment Payments; and
1. Approval of Budget Increase to 8100851.510600 (Reimbursement Share of Sales) from 810.100700 (Operating Cash Fund Cash) in the Amount of \$20,000.

VIII. Matters from the Executive Director

IX. Matters from Staff – City and County

- A. Deborah Trujillo, Division Director, City of Santa Fe Environmental Services Division.
- B. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works.
- C. Ernestina Baca, Accountant, Santa Fe Solid Waste Management Agency.

X. Matters from the Board

XI. Next Meeting Date: May 21, 2026

XII. Adjournment

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Christiann Orozco at (505) 424-1850, extension 150.

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
March 19, 2026 at 5:00 PM
Grant Conference Room, 2nd Floor
240 Grant Avenue, Santa Fe, NM 87501**

I. CALL TO ORDER

A regular meeting of the Solid Waste Management Agency Joint Powers Board was called to order by Councilor Paul Bustamante, Vice Chair, at 5:00 pm, on March 19, 2026, in the Grant Conference Room, 240 Grant Avenue, Santa Fe, NM.

II. ROLL CALL

Members Present

Councilor Paul Bustamante, Vice Chair
Commissioner Camilla Bustamante
Councilor Amanda Chavez, virtually
Councilor Pilar Faulkner, arrived later in the meeting
Commissioner Hank Hughes

Members Absent

Commissioner Lisa Cacari-Stone, Chair, excused

Others Present

Randall Kippenbrock, Executive Director, SWMA
Christiann Orozco, HR Officer/Administrative Assistant, SWMA
Ernestina Baca, SWMA
Deborah Trujillo, Division Director, City of SF, Environmental Services Division
Les Francisco, SF County,
Jonas Nahoum, Long, Komer and Associates
Elizabeth Martin, Stenographer

III. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Hughes, seconded by Commissioner Bustamante, to approve the agenda as presented.

VOTE Councilor Bustamante, yes; Commissioner Bustamante, yes; Councilor Chavez, yes; Commissioner Hughes, yes.

IV. MATTERS FROM THE PUBLIC

None.

V. APPROVAL OF MINUTES

A. REGULAR MEETING - FEBRUARY 19, 2026

MOTION A motion was made by Commissioner Bustamante, seconded by Commissioner Hughes, to approve the minutes as presented.

VOTE Councilor Bustamante, yes; Commissioner Bustamante, yes; Councilor Chavez, yes; Commissioner Hughes, yes.

VI. APPROVAL OF CONSENT CALENDAR

Commissioner Hughes pulled item D for discussion.

MOTION A motion was made by Commissioner Hughes, seconded by Commissioner Bustamante, to approve the Consent Calendar as amended.

VOTE Councilor Bustamante, yes; Commissioner Bustamante, yes; Councilor Chavez, yes; Commissioner Hughes, yes.

A. REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE SERVICES AGREEMENT WITH ENCHANTED TRANSPORT, INC. OF ALBUQUERQUE, NM, FOR SCRAP TIRE HAULING FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION (ITB NO. 24040); AND

- 1. EXTEND THE TERM OF THE AGREEMENT THROUGH APRIL 18, 2027.**
- 2. INCREASE THE COMPENSATION BY \$49,000 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$101,250.**

Approved on consent.

B. REQUEST FOR APPROVAL OF SERVICES AGREEMENT WITH VEOLIA ES TECHNICAL SOLUTIONS, LLC OF HENDERSON, CO, FOR HOUSEHOLD HAZARDOUS WASTE COLLECTION SERVICES AT BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$235,000 (RFP NO. FY26 - RFP - 048).

Approved on consent.

C. REQUEST FOR APPROVAL OF AMENDMENT NO. 1 TO THE PRICE AGREEMENTS FOR OFF-ROAD HEAVY EQUIPMENT REPAIRS - PARTS AND LABOR - WITH MULTIPLE VENDORS (ITB NO. 25110):

- 1. DESERT GREENS EQUIPMENT, INC., ALBUQUERQUE, NM
- 2. DYSON VENTURES D/B/A IRON HORSE WELDING, LLC, ALBUQUERQUE, NM
- 3. POWER EQUIPMENT COMPANY, ALBUQUERQUE, NM
- 4. TARPOMATIC, INC., CANTON, OH
- 5. WAGNER EQUIPMENT COMPANY, ALBUQUERQUE, NM

Approved on consent.

D. REQUEST FOR APPROVAL TO PURCHASE THREE VEHICLES WITH OPTIONS FROM MELLOW CHEVROLET OF LOS LUNAS, NM, UNDER NEW MEXICO STATEWIDE PRICE AGREEMENT 40-00000-24-00068 IN THE AMOUNT OF \$131,319; AND

- 1. APPROVAL OF BUDGET INCREASE TO 8100852.571000 (CAPITAL OUTLAY - VEHICLES >1.5 TONS) FROM 811.100 700 (EQUIPMENT REPLACEMENT RESERVE FUND CASH) IN THE AMOUNT OF \$106,347.

Councilor Faulkner arrived at the meeting.

Commissioner Hughes asked what vehicles we will be buying and what will they be used for.

Mr. Kippenbrock said we are buying three new vehicles to be used at the Buckman Recycling Transfer Station. Two of the vehicles will be replacing older vehicles. The third is increasing the inventory at the transfer station to be used for BuRRT administration. We did look at surplus, but decided on new vehicles.

MOTION A motion was made by Councilor Hughes, seconded by Councilor Faulkner, to approve the purchase of three vehicles.

VOTE Councilor Bustamante, yes; Commissioner Bustamante, yes; Councilor Chavez, yes; Commissioner Hughes, yes; Councilor Faulkner, yes.

E. REQUEST FOR APPROVAL OF RESOLUTION 2026-____. A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY.

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. REQUEST FOR APPROVAL OF AUDITED FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2025

Mr. Kippenbrock said Eric Spurlin, with CRI, will be giving the Board an overview of the 2025 financial audit

Mr. Spurlin gave a slide presentation saying the 2025 annual audit was recently released by the State Auditors Office. The presentation included the timeline, the auditors report new and upcoming standards and value - added suggestions.

Mr. Spurlin said CRI issues an unmodified opinion, which is the best opinion possible.

Councilor Chavez thanked Mr. Spurlin and the staff for the outcome.

Commissioner Bustamante said she commends this effort as well. She is incredibly impressed with the financial aspects. The audit is so well managed. Thank you all for your good work.

Vice Chair Bustamante said thank you to Mr. Spurlin and staff.

MOTION A motion was made by Councilor Faulkner, seconded by Commissioner Hughes, to approve the Audited Financial Statements and supplementary information for the fiscal year ended June 30, 2025.

VOTE Councilor Bustamante, yes; Commissioner Bustamante, yes; Councilor Chavez, yes; Commissioner Hughes, yes; Councilor Faulkner, yes.

IX. MATTERS FROM STAFF - CITY AND COUNTY

A. DEBORAH TRUJILLO, DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION.

Ms. Trujillo said we are still working on moving the Zia Street Recycling Center to the new site. We are waiting for the gates to be fabricated and are shooting for an April 1st opening. The fence is up on the current site, which is City owned property. It is up to the Mayor and Councilors to decide what that site will be used for in the future in the future.

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

Mr. Francisco said we are still working on green waste and tires, Tos No Mas and Keep Santa Fe Beautiful.

Councilor Bustamante said he has received comments from constituents saying that the waste day was successful.

X. MATTERS FROM THE BOARD

Commissioner Hughes said he has heard from constituents that they want to reopen the reuse center. They will be presenting something to us. It was closed due to mouse droppings and OSHA. The constituents are working on how to resolve those issues.

XI. NEXT MEETING: APRIL 16, 2026

XII. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 5:21 pm.

Commissioner Cacari-Stone, Chair

Signed by:
Elizabeth Martin 4/8/2026

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: April 11, 2026
Subject: Request for Approval of Amendment No. 7 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 7 to the Services Agreement (Agreement) with Town Recycling, LLC of Albuquerque, NM, for processing and marketing recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT).

Amendment No. 7 extends the term of the Agreement for a seventh year, through May 30, 2027. Under Article 5, the Agreement may be renewed annually upon Board approval, with a maximum term of ten years.

The Amendment also increases compensation by \$1,100,000, for a total not to exceed \$5,975,000. The Contractor Processing Fee will increase from \$94.98 to \$100.11 per ton to cover higher insurance and equipment replacement costs.

Funding is available for the remainder of Fiscal Year 2026 from 810.100700 (Operating Fund Cash Balance) and will be available in Fiscal Year 2027 from 8100852.510310 (Service Contracts).

BACKGROUND

On January 3, 2019, the Agency issued Request for Proposals (RFP) No. 19/06/P for recycling services at BuRRT.

On May 30, 2019, the Board approved the Agreement with Town Recycling for an amount not to exceed \$600,000 and for the term May 30, 2019 through May 30, 2020.

On May 21, 2020, the Board approved Amendment No. 1, which increased compensation by \$900,000 for a total amount not to exceed \$1,500,000 and extended the term through May 30, 2021 (Year 2). The Contractor Processing Fee increased from \$71.41 to \$77.87 per ton.

On May 20, 2021, the Board approved Amendment No. 2, which increased compensation by \$750,000 for a total amount not to exceed \$2,250,000 and extended the term through May 30, 2022 (Year 3).

On May 19, 2022, the Board approved Amendment No. 3, which increased compensation by \$300,000 for a total amount not to exceed \$2,550,000, and extended the term through May 30, 2023 (Year 4). The Contractor Processing Fee increased from \$77.87 to \$86.97 per ton.

On May 20, 2023, the Board approved Amendment No. 4, which increased compensation by \$1,200,000 for a total amount not to exceed \$3,750,000 and extended the term through May 30, 2024 (Year 5).

On April 18, 2024, the Board approved Amendment No. 5, which increased compensation by \$485,000 for a total amount not to exceed \$4,235,000 and extended the term through May 30, 2025 (Year 6). The Contractor Processing Fee remained the same at \$86.97 per ton.

On April 17, 2025, the Board approved Amendment No. 6, which increased compensation by 640,000 for a total amount not to exceed \$4,875,000 and extended the term through May 30, 2026. The Contractor Processing Fee increased from \$77.87 to \$86.97 per ton.

Under Amendment No. 7, Town Recycling will continue to process recyclable materials at BuRRT for marketing to end-user manufacturers and mills. Town Recycling will operate the MRF in accordance with the MRF Operations Plan approved by NMED under Solid Waste Permit No. SWM-261707.

The Agency will pay Town Recycling a Net Processing Fee, which is the difference between the Contractor Processing Fee and Agency Revenue Sharing multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is:

- 1) Contractor Processing Fee = \$100.11 per ton
- 2) Agency Revenue Sharing = 25% of the Average Market Value (AMV)
- 3) Contractor Processing Fee - Agency Revenue Share = Net Processing Cost
- 4) Net Processing Cost x Total Tons Materials Received = Net Processing Fee

Table 1 shows an estimated Net Processing Fee of \$879,080, or \$89.56 per ton, based on Agency Revenue Sharing at 25% of the AMV and 9,815 tons of materials processed in the last two years.

Table 1. Net Processing Fee

Description	Total
Contractor Processing Fee @ \$100.11 Per Ton	\$982,580
Minus Agency Revenue Sharing @ 25% of AMV	\$103,500
Net Processing Fee	\$879,080
Net Processing Fee Per Ton	\$89.56

ACTION REQUESTED

The Agency requests approval of Amendment No. 7 to the Services Agreement with Town Recycling to process and market the recyclable materials received at BuRRT.

The Agency requests approval to increase compensation by \$1,100,000, totaling no more than \$5,975,000.

The Agency also requests approval of a budget increase to 8100852.510310 (Service Contracts) from 810.100700 (Operating Fund Cash Balance) in the amount of \$240,000.

Attachments:

- 1) Budget Adjustment Request
- 2) Services Agreement – Amendment No. 7
- 3) Services Agreement – Amendment No. 6
- 4) Services Agreement – Amendment No. 5
- 5) Services Agreement – Amendment No. 4
- 6) Services Agreement – Amendment No. 3
- 7) Services Agreement – Amendment No. 2
- 8) Services Agreement – Amendment No. 1
- 9) Services Agreement with Town Recycling

M:\Memo\041126.1

ATTACHMENT 1
Budget Adjustment Request

Log # {Finance use <u>only</u> }:	
Journal # {Finance use <u>only</u> }:	

City of Santa Fe, New Mexico BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					4/9/2026	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Service Contracts	8100852	510310		240,000		
<u>REVENUES</u>				<i>{enter as negative #}</i>	<i>{enter as positive #}</i>	
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				\$ 240,000	\$ -	

Amendment No. 7 to the Services Agreement with Town Recycling, LLC of Albuquerque, NM, for Processing and Marketing of Recyclable Materials (RFP No. '19/06/P)

Cash is available in 810.100700

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(240,000)
TOTAL:	(240,000)

THOMASINA CHAVEZ	4/9/2026	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
Prepared By <i>{print name}</i>	Date	CITY COUNCIL APPROVAL	Budget Officer
Division Director Signature <i>{optional}</i>	Date		Finance Director <i>{≤ \$5,000}</i>
Department Director Signature	Date		City Manager <i>{≤ \$60,000}</i>
		City Council Approval Date: <input style="width: 100px; height: 20px;" type="text"/>	
		Agenda Item #: <input style="width: 100px; height: 20px;" type="text"/>	

ATTACHMENT 2

Services Agreement – Amendment No. 7

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 7
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 7 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by One Million One Hundred Thousand Dollars and No Cents (\$1,100,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Five Million Nine Hundred Seventy-Five Thousand Dollars and No Cents (\$5,975,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
AMENDMENT NO. 4	\$1,200,000.00
AMENDMENT NO. 5	\$485,000.00
AMENDMENT NO. 6	\$640,000.00
AMENDMENT NO. 7	\$1,100,000.00
CONTRACT TO DATE	\$5,975,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$100.11 per ton.

2. 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 30, 2027, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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. 7 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Victor Lara
Director of Operations
Town Recycling, LLC

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 3

Services Agreement – Amendment No. 6

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 6
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 6 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Six Hundred Forty Thousand Dollars and No Cents (\$640,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Million Eight Hundred Seventy-Five Thousand Dollars and No Cents (\$4,875,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
AMENDMENT NO. 4	\$1,200,000.00
AMENDMENT NO. 5	\$485,000.00
AMENDMENT NO. 6	\$640,000.00
CONTRACT TO DATE	\$4,875,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

- (1) The Contractor Processing Fee shall be set at \$94.98 per ton.

2. 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 30, 2026, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.


B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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. 6 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:




Lee Garcia (Apr 20, 2025 14:12 MDT)
Lee Garcia
Chairperson, Joint Powers Board

04/20/25

Date:

CONTRACTOR:




Victor Lara (Apr 14, 2025 10:56 MDT)
Victor Lara
Director of Operations
Town Recycling, LLC

04/14/25

Date:

APPROVED AS TO FORM:



Nancy Long (Apr 12, 2025 11:36 MDT)
Nancy R. Long
Agency Attorney

04/12/25

Date:

ATTACHMENT 4

Services Agreement – Amendment No. 5

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 5 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Four Hundred Eight-Five Thousand Dollars and No Cents (\$485,000.00) so that Paragraph A of Article 3 is deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Four Million Two Hundred Thirty-Five Thousand Dollars and No Cents (\$4,235,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
AMENDMENT NO. 4	\$1,200,000.00
AMENDMENT NO. 5	\$485,000.00
CONTRACT TO DATE	\$4,235,000.00

2. 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 30, 2025, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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. 5 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Camilla Bustamante (Apr 19, 2024 08:52 MDT)
Camilla Bustamante
Chairperson

04/19/24

Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Victor Lara
Victor Lara (Apr 17, 2024 18:46 MDT)
Victor Lara
Director of Operations
Town Recycling, LLC

04/17/24

Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy Long (Apr 18, 2024 20:31 MDT)
Nancy R. Long
Agency Attorney

04/18/24

Date:

ATTACHMENT 5

Services Agreement – Amendment No. 4

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 4 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by One Million Two Hundred Thousand Dollars and No Cents (\$1,200,000.00) so that Paragraph A of Article 3 is deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Million Seven Hundred Fifty Thousand Dollars and No Cents (\$3,750,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
AMENDMENT NO. 4	\$1,200,000.00
CONTRACT TO DATE	\$3,750,000.00

2. 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 30, 2024, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

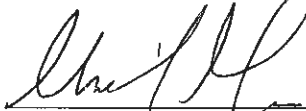
B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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. 4 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chairperson


4/20/23
Date:

ATTEST


for 

Kristine Bustos-Mihelcic
Santa Fe City Clerk


CONTRACTOR:



Victor Lara
Director of Operations
Town Recycling, LLC

4/21/2023
Date:

APPROVED AS TO FORM:


for

Nancy R. Long
Agency Attorney

4/20/23
Date:

ATTACHMENT 6

Services Agreement – Amendment No. 3

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 3 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Three Hundred Thousand Dollars and No Cents (\$300,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Two Million Five Hundred Fifty Thousand Dollars and No Cents (\$2,550,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
AMENDMENT NO. 3	\$300,000.00
CONTRACT TO DATE	\$2,550,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$86.97 per ton.

2. 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 30, 2023, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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 Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

5/19/2022
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Victor Lara
Victor Lara
Director of Operations
Town Recycling, LLC

5-20-2022
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

5-20-2022
Date:

ATTACHMENT 7

Services Agreement – Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 2 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP '19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation in Paragraph A by a total of Seven Hundred Fifty Thousand Dollars and No Cents (\$750,000.00) so that Paragraph A of Article 3 is deleted entirely and replaced with the following:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Million Two Hundred Fifty Thousand Dollars and No Cents (\$2,250,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
AMENDMENT NO. 2	\$750,000.00
CONTRACT TO DATE	\$2,250,000.00

2. 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 30, 2022, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.


B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

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.

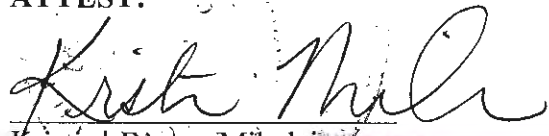
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


JoAnne Vigil Coppler
Chairperson

5/20/21
Date:

ATTEST:

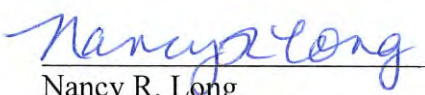

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:


Victor Lara
Director of Operations
Town Recycling, LLC

5-26-2021
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

5-21-2021
Date:

ATTACHMENT 8

Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This AMENDMENT No. 1 (“Amendment”) to the SERVICES AGREEMENT, dated May 30, 2019 (“Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Town Recycling, LLC (“Contractor”). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide processing and marketing of recyclable materials for the Agency (RFP ‘19/06/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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the compensation in Paragraph A by Nine Hundred Thousand Dollars and No Cents (\$900,000.00) and to increase the Contractor Processing Fee in Paragraph F (1) so Paragraphs A and F (1) of Article 3 are deleted entirely and replaced with the following:

- A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed One Million Five Hundred Thousand Dollars and No Cents (\$1,500,000.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$600,000.00
AMENDMENT NO. 1	\$900,000.00
CONTRACT TO DATE	\$1,500,000.00

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$77.87 per ton.

2. 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 30, 2021, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

3. AGREEMENT IN FULL FORCE

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson

May 22, 2020
Date:

ATTEST:

Geraldine Salazar
Geraldine Salazar
Santa Fe County Clerk

May 26, 2020



CONTRACTOR:

Victor Lara
Victor Lara
Director of Operations
Town Recycling, LLC

5-22-2020
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

5-18-2020
Date:

ATTACHMENT 9

Services Agreement with Town Recycling

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH TOWN RECYCLING, LLC
(Processing and Marketing of Recyclable Materials - 2019)**

This SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and Town Recycling, LLC (“Contractor”) to provide processing and marketing services of recyclable materials (RFP No. ‘19/06/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Work attached hereto as Exhibit A. Contractor shall provide processing and marketing services for all of the recyclable materials that are received at the Buckman Road Recycling and Transfer Station (BuRRT facility) in Santa Fe, NM. It shall be the responsibility of Contractor to perform according to the terms of this Agreement, those established in Exhibit A, and in the other Contract Documents, including Contractor’s Proposal for RFP No. ‘19/06/P; to comply with all federal, state, and local laws and regulations; to obtain and comply with any permitting or licensing requirements, including but not limited to requirements imposed by environmental regulatory entities.

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, a sum not to exceed Six Hundred Thousand Dollars and No Cents (\$600,000.00), including applicable gross receipts taxes.

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

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

D. Any invoices containing reimbursement expenses shall be itemized.

E. Contractor shall process and market the recyclable materials received by the Agency at the BuRRT facility and operate the material recovery facility (MRF) at the BuRRT facility as described in the Scope of Work.

F. For materials received and weighed across the scales located at the BuRRT facility in a given month, the value of the materials shall be determined by the Contractor Processing Fee/Agency Revenue Share formula as follows:

(1) The Contractor Processing Fee shall be set at \$71.41 per ton.

(2) The Average Market Value (AMV) of the materials shall be determined by the weighted average value of the current market price of each commodity, as defined by the designated published price index listed below and multiplied by the percent composition each commodity represents as determined by a Material Composition Audit.

Commodity

Published Index

Newspaper (#56)

RISI/PPI Southwest High Side Price for SRPN #56

Mixed Paper (#54)	RISI/PPI Southwest High Side Price for Mixed Paper #54
OCC (#11)	RISI/PPI Southwest High Side Price for OCC #11
PETE #1	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics PETE
HDPE #2 - Natural	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Natural
HDPE #2 - Color	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics HDPE-Color
Tin Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled
Aluminum Cans	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Aluminum Cans, Sorted
Plastics #3-#7	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Plastics Comingled #3-#7
Rigid Plastics	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Mixed Bulky Rigid
Scrap Metals	Secondary Materials Pricing.com (www.RecyclingMarkets.net) for Houston/South Central USA, Regional Average Price for Metals Steel Cans, Sorted, Baled

- (3) The price published in the earliest edition/posting of the month shall be used to calculate AMV for the entire month.
- (4) A Material Composition Audit is a weighted average by the percentage of the different commodities collected from various recycling collection programs in a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of the Agreement and, at a minimum, bi-annually thereafter. The Agency shall observe the audit.

- (5) The Agency Revenue Share is twenty percent (25%) of the Average Market Value.
- (6) The Agency shall pay the Contractor the Net Processing Fee, which is the difference between the Contractor Processing Fee and the Agency Revenue Share multiplied by the total tons of materials received by the Agency in that month. The formula for calculating the monthly Net Processing Fee is as follows:
 - a) Contractor Processing Fee - Agency Revenue Share = Net Processing Cost.
 - b) Net Processing Cost x Total Tons Materials Received = Net Processing Fee

G. Upon mutual agreement of the Parties, if a published price index (or indexes) in Paragraph F (2) under this Article fails to reflect prevailing market conditions accurately, Contractor may use an alternative publication(s) or alternate method to determine the value of each affected commodity until such time that the published price index listed above returns to reflect prevailing market conditions accurately.

H. Contractor shall be responsible for all costs associated with the operation, maintenance and repairs of the MRF including the CP Manufacturing sorting equipment and Van Dyk Bollegraff baler.

I. Contractor shall be responsible for all costs associated with operating the Contractor's mobile material handling equipment required to manage the recyclable materials.

J. Contractor shall be responsible for all costs associated with operating the Agency's

mobile material handling equipment required to manage the recyclable materials.

K. The Agency shall be responsible for the cost associated with diesel fuel for mobile equipment requiring diesel fuel.

L. The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contaminated recyclable materials at the Caja del Rio Landfill.

M. The Agency shall be responsible for all costs associated with utilities (i.e., electricity, water, propane).

N. The Agency shall be responsible for all costs associated with the repairs and maintenance of the buildings housing the MRF.

O. During the term of this Agreement, the Parties may mutually agree to adjust the Contractor Processing Fee and/or Agency Revenue Share, and in such event, this Agreement shall be amended to reflect the Contractor Processing Fee and/or Agency Revenue Share. If no such amendment occurs, the Contractor Processing Fee and/or Agency Revenue Share specified herein will remain in effect during the term of this Agreement.

P. Contractor shall not be compensated for any costs, expenses, or other items associated with this Agreement except as specifically provided for in this Agreement.

4. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to the Contractor. Compensation shall be paid for all activities performed up to the date of notification under this Article and Article 6 of this Agreement. The

Agency's decision as to whether sufficient appropriations are available shall be accepted by the 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 30, 2020, unless it is terminated sooner pursuant to Article 4 or Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor and approved by the Joint Powers Board.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving one hundred twenty (120) days written notice to the Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to satisfactorily process and market the recyclable materials received by the Agency, Contractor's failure to properly operate, maintain and repair the MRF sorting equipment and baler, Contractor's failure to maintain and repair the facilities utilized by the Contractor or Contractor's failure to correct a safety and/or environmental violation within the time frame stated by the regulatory agency. The decision to terminate the Agreement by the Agency shall be final and not subject to dispute or correction by the Contractor. If the Agency terminates the Agreement:

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

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

(2) Contractor shall make all payments due to the Agency pursuant to Article 3 of this Agreement within thirty (30) days of termination.

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

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

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

B. Contractor, its agents, and its employees shall not accrue leave, retirement, insurance, bonding, or any other benefits afforded to employees of the Agency and shall not be permitted to use Agency vehicles in the performance of this Agreement.

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

Contractor warrants that it presently has no interest and shall not acquire any interest, direct

or indirect, that would conflict in any manner or degree with its performance of its obligations pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor shall not begin the services required under this Agreement until it has: (a) obtained, and upon the Agency's request provided to the Agency, insurance certificates reflecting evidence of all insurance required herein; however, the Agency reserves the right to request, and Contractor shall submit, copies of any policy upon reasonable request by the Agency; (b) obtained the Agency approval of each company or companies as required below, and (c) confirmed that all policies contain the specific provisions required. Contractor's liabilities, including but not limited to Contractor's indemnity obligations, under this Agreement, shall not be deemed limited in any way to the insurance coverage

required herein. Maintenance of specified insurance coverage is a material element of this Agreement, and Contractor's failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of this Agreement by the Agency. Further, Contractor shall not modify any policy or endorsement thereto, which increases the Agency's exposure to loss for the duration of this Agreement.

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

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

General Annual Aggregate (Other than Products/Completed Operation)	\$2,000,000
Products/Completed Operation Aggregate Limit	\$2,000,000
Personal Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000

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

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

Employers Liability policy. That policy shall provide

Employers Liability Limits as follows:

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

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

(4) Business and Personal Property Form Commercial Insurance. Contractor shall keep in full force and effect, Business and Personal Property Form (BPPF) commercial insurance at full replacement value of the Agency property, including any improvement and expansion, to insure against loss of, damage to, or destruction of the MRF equipment, mobile equipment and other contents of the BuRRT facility. Coverage must also include, but is not limited to, power failure, utility interruption, removal of recyclable materials and equipment breakdown. Such policy shall provide a limit of not less than \$3,000,000 per loss claim.

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

days of Contractors receipt of notice from its insurance carrier(s) of any cancellation, nonrenewal or material reduction of the required insurance.

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

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

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

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

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

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

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

J. Contractor may obtain additional insurance not required by this Agreement.

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by the Agency in connection with this Agreement is subject to the immunities and limitations set forth in the New Mexico Tort Claims Act, NMSA 1978 §§ 41-4-1 to 41-4-27. The Agency and its employees do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim any right, title or interest under this Agreement or seek to enforce this Agreement as a third-party beneficiary.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, the City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment. Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency. In any action, suit, or legal dispute arising from this Agreement, Contractor agrees that the laws of the State of New Mexico shall govern. The parties agree that any action or suit arising from this Agreement shall be commenced in the First Judicial District Court, State of New Mexico.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee

or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

If one or more of the provisions of this Agreement or any application thereof is found to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions of the Agreement and any other application thereof shall not in any way be affected or impaired.

22. NOTICES

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

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswma.org

CONTRACTOR: Mr. Victor Lara
Director of Operations
Town Recycling, LLC
4220 Broadway Blvd., SE
Albuquerque, NM 87105
Fax: N/A
Email: townrecycling@gmail.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed

and mailed with postage prepaid. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

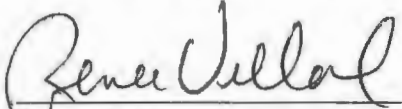
23. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

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

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

below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Renee Villarreal
Chairperson

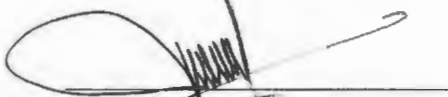
5-30-19
Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

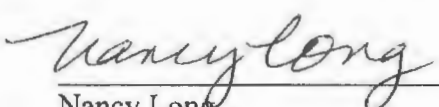
6-19-19
Date:

CONTRACTOR:


Victor Lara
Director of Operations
Town Recycling, LLC

5-30-19
Date:

APPROVED AS TO FORM:


Nancy Long
Agency Attorney

5-30-19
Date:

EXHIBIT A
Scope of Work

SCOPE OF WORK

Contractor warrants that they have the expertise and the appropriate resources to perform the Scope of Work required by the Agreement for the processing and marketing of recyclable materials received at the Buckman Road Recycling and Transfer Station (BuRRT facility) as described in RFP No. '19/06/P, per the approach provided to the Agency in Contractor's proposal dated January 17, 2019, and the requirements set forth in the BuRRT solid waste facility operating permit, which contains the Materials Recovery Facility Operations Plan (Contract Documents).

General Scope of Work

- Operate the Agency-owned Materials Recovery Facility (MRF) at the Agency-leased BuRRT facility to its fullest extent and capacity by accepting and processing recyclable materials received at the BuRRT facility for marketing to end-user manufacturers and mills.
- Operate and maintain the MRF in full compliance with all environmental and solid waste regulations and comply with all federal, state, and local laws and regulations.
- Recover a significant quantity of recyclable materials that otherwise would be disposed of at the Caja del Rio Landfill (Landfill).
- Develop and maintain practical and economically sustainable recycling markets for the Agency and its customers to grow and expand the recycling programs into the future.

Specific Duties

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

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

Contractor shall operate the MRF located inside the transfer station at the BuRRT facility in accordance with the MRF Operations Plan under the NMED Solid Waste Permit No. SWM-261707. In general, the conveyors and sort line of the MRF occupies most of the western half of the transfer station. The baler for the MRF is positioned inside the Baler Building, which is west of and adjacent to the transfer station. Both buildings are shown in Appendix A, Figure 2 of the BuRRT General Operations Plan.

The MRF processing system consists of the following equipment/components/storage areas:

CP Manufacturing Sorting Equipment – installed in February 2007

1. Pre-sort in-floor in-feed conveyor [steel pans]

2. Pre-sort inclined in-feed conveyor [steel pans] – replaced in 2014
3. Metering drum
4. Pre-sort platform
5. OCC screen
6. OCC discharge conveyor [rubber belt]
7. OCC screen in-feed conveyor [rubber belt]
8. ONP screen – replaced star discs in 2010
9. ONP screen in-feed conveyor [rubber belt]
10. Elevated sort room – fully enclosed; illuminated by overhead lighting and equipped with HVAC
11. Sort line conveyor [rubber belt]
12. Six (6) manual sorting stations with chutes at waist level
13. Crossbelt magnetic separator – replaced in 2014
14. Eddy current separator – installed in 2008
15. Mixed container discharge conveyor [rubber belt]
16. Mixed container in-feed conveyor [rubber belt]
17. Baler in-floor in-feed conveyor [steel pans]
18. Baler inclined in-feed conveyor [steel pans] – replaced in 2017
19. Visual SCADA interface

Van Dyk Recycling Solution Baling Equipment - installed in February 2007

1. HB-80 Bollegraaf baler
 - a. Ten-fold cross wire tying system; 16-fold cross wire for plastic bottles
 - b. Perforator for plastic bottles
2. Visual SCADA interface

Storage Areas

1. Transfer station floor area located along the east side of the MRF for commingled recyclable materials
2. Separated OCC bunker
3. Mixed containers bunker
4. Six (6) storage bunkers beneath the sorting stations for sort separated materials
5. Bale room storage area for approximately 90 bales
6. Two (2) parked 53-foot trailers located next to the Baler Building

Contractor shall demonstrate the MRF is capable of meeting all of the performance standards set forth in this Agreement in three separate phases. The phases are as follows:

1. Equipment Start-Up: Operate the MRF without recyclable materials for a specified period of time to check for equipment, motors, belts, control panels, control functions, safety guards, e-stops, excessive noise and vibration.
2. Initial Operation: Operate the MRF with recyclable materials for a specified period of time to ensure that the MRF equipment is capable of sorting, processing and baling the materials at specified throughputs.

3. Acceptance Operation: Operate the MRF with recyclable materials for a specified period of time under normal operating conditions and staffing level to verify throughputs, recovery rates, and residuals.

The Agency will provide technical assistance to the Contractor during the three stages of the performance standards.

Contractor shall maintain an Equipment Maintenance Log Book to record scheduled lubrication, scheduled preventive maintenance and repairs to ensure the MRF equipment is in a safe and usable condition and minimize downtime. Lubrication and preventive maintenance shall be scheduled and performed in a manner and frequency that meets or exceeds specifications and schedules set forth by the original equipment manufacturers. The logbook shall be made available for inspection to the Agency throughout the term of the Contract.

Contractor shall be responsible for all loss or damage to Agency property at full replacement cost as a result of the Agreement.

Any capital improvement, expansion or replacement for the MRF must be approved by the Agency.

Contractor shall be responsible for the heating, air conditioning, and plumbing system (HVAC) for the MRF sort room. The Agency will be responsible for the other HVAC systems throughout the BuRRT facility.

The Agency shall be responsible for the following:

1. Utilities - electricity, water, propane and sewer
2. Communication – landline telephone and internet
3. Other – exhaust fans, compressed air, lighting

The Agency shall be responsible for the repair and maintenance of the transfer station tipping floor, roof and structure. The Agency shall also be responsible for the inspection and maintenance of the fire suppression systems and fire extinguishers throughout the BuRRT facility.

Contractor shall be solely responsible for providing mobile equipment necessary for the MRF operation. Mobile equipment includes, but not limited to, skid steer loader, forklift truck, front-end loader, roll-off trucks, tractor-trailers.

Contractor shall be responsible for all loss or damage to materials, equipment, tools and supplies owned or rented by the Contractor.

Contractor shall be responsible for all costs associated with operating Agency owned mobile material handling equipment to manage the recyclable materials (e.g., skid steer loader, forklift truck).

The Agency shall be responsible for the cost associated with supplying diesel fuel for mobile equipment operated by the Contractor.

The Agency expects all of the recyclable materials defined as Acceptable Recyclable Materials to be processed by the Contractor using the MRF at the BuRRT facility. In the event that certain recyclable materials or groups of recyclable materials are sent to a secondary/downstream processor, the Contractor shall inform the Agency which recyclable materials are being processed in this manner and who will be doing the processing.

In the event the Contractor is unable to process recyclable materials for three (3) working days due to Contractor's actions (or its employees or subcontractors) resulting in inoperability of the MRF, the Contractor shall be required to procure another MRF for processing and marketing the materials and compensate the Agency for any and all costs incurred due to using an alternate MRF. Contractor shall transport the recyclable materials to another MRF at no additional cost to the Agency. Failure to procure another MRF for processing recyclable materials after three (3) days will result Contractor's responsibilities for any excess costs incurred.

Contractor shall provide a Contingency Plan to the Agency within thirty (30) days after the execution of this Agreement that identifies an alternate MRF to process and market the recyclable materials in the event the MRF at the BuRRT facility is unable to process the materials.

Contractor shall process the recyclable materials at a minimum of 95% recovery rate, excluding contamination, to ensure the overall residual rate remains low.

The Agency shall maintain a contamination rate in the recyclable materials equal to or less than 25%. Both Parties shall work in good faith to assess and reduce this level as much as possible.

Contractor may reject a load for the following reasons: if the load contains contamination in excess of 30% by volume of the load; or the load presents a health or safety hazard. To reject a load, the Contractor shall notify the Agency immediately and before the truck leaving the tipping area that the load has been rejected and the reason the load has been rejected. Contractor shall email photos and approved form documenting the load contamination for the Agency's review. The Agency shall be allowed to inspect the load or evaluate it through the photos. The Agency, upon inspection, shall determine whether the load met either of the two reasons for rejections. If the Agency inspects the load and determines the load does not meet either two of the reasons for rejections, the Contractor shall accept the load. If the Agency determines the load does meet either of the two reasons for rejections, then the Agency will take necessary steps to dispose of properly said rejected materials. Contractor shall be responsible for providing to the Agency a written procedure for rejection of loads.

Contractor shall not dispose of any Acceptable Recyclable Material generated under this Agreement as a solid waste except for residuals. Contractor shall not market any Acceptable Recyclable Material that the Contractor knows or reasonably should have anticipated will become a solid waste except when authorized in writing by the Agency. Failure to comply with this requirement will result in a \$1,000 per occurrence penalty.

Contractor shall be responsible for marketing the Acceptable Recyclable Materials in accordance with this Contract. The Agency expects the Contractor to sell recyclable materials to the end market with the highest price available in the open market. In the event that recyclable materials

are no longer acceptable, Contractor shall provide the Agency with justifications as to why the material needs to be removed from the program. Acceptable Recyclable Materials shall be marketed within ninety (90) days of receiving/processing for conventional recyclable materials and within one hundred eighty (180) days for non-conventional recyclable materials, or as required by NMED regulations.

Contractor is encouraged to identify other recyclable materials beyond those defined as Acceptable Recyclable Materials to be processed and marketed by the Contractor. The Agency reserves the right to define the Acceptable Recyclable Materials, including any or all recyclable materials identified by the Contractor. Likewise, Contractor is also encouraged to identify a list of unacceptable items that cannot be processed at the MRF.

Contractor or its buyer shall be responsible for the shipment of recyclable materials to the buyer's specified location. Contractor shall not deduct transportation and handling costs or freight costs from the AMV of the recyclable materials.

Contractor shall submit invoices to the Agency by the 30th of each month for the previous month of recyclable materials received at the BuRRT facility. Invoices shall include monthly reports as per the Scope of Work.

Contractor shall perform a material composition study that is a weighted average by the percentage of the various commodities in the recycling stream from a 50 to 100-ton sample size. Contractor shall perform the first audit within the first month of Agreement and, at a minimum, bi-annually thereafter. The Agency reserves the right to observe the composition study.

The Agency, City of Santa Fe and Santa Fe County will promote recycling through its education and outreach programs. The parties will utilize methods to focus on reducing the amount of contamination based on feedback from the Contractor. Contractor shall provide pertinent and informative recycling data to the Agency to further promote the recycling programs.

Contractor shall have an education and outreach program including tours of the MRF. Contractor shall report to the Agency the education and outreach conducted by the Contractor.

Contractor shall furnish the Agency monthly reports of all recyclable materials delivered under this Agreement. The report shall include the following information: summary of deliveries including the Agency's scale ticket number, Agency's BOL number, time, date and net tonnage. Reports shall be due thirty (30) days after the end of the month.

Contractor shall furnish the Agency documentation of recyclable materials processed and marketed by commodity, general destinations marketed to and other non-proprietary information related to the marketing of the recyclable materials as requested by the Agency.

In the event the Contractor uses a secondary/downstream processor to further manage recyclable materials into clean commodity streams, the Contractor shall provide the Agency with the following information from each secondary/downstream processor: the types and tons of recyclable materials sent to markets as well as the tons of residue resulting from their processing.

This information will be provided as a separate report to the Agency and sent within thirty (30) days of the secondary/downstream market processing the material.

Contractor shall furnish the Agency an annual report outlining the total amount of recyclable materials delivered, processed by the Contractor and amount of recyclable materials sent to secondary/downstream markets. This report shall be due to the Agency within thirty (30) days of the end of each calendar year.

Contractor shall provide a quarterly status report to the Agency that will include any known compliance issues, and associated mitigating measures necessary for MRF compliance, etc. The details of this report will be agreed upon between both Contractor and the Agency.

All of Contractor's records shall be made available to the Agency and its representatives at reasonable times and places throughout the term of the Contract.

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

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

Contractor shall pay an hourly rate, no less than the City of Santa Fe's Living Wage, to the employees employed for the MRF operation at the BuRRT facility.

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

Upon termination of this Agreement, Contractor, at its sole cost and expense must return the MRF in the same or similar condition that existed on the Effective Date of this Agreement, reasonable wear and tear excepted.

For any material breach in this Agreement, the Agency shall notify Contractor in writing of the nature of the breach. Contractor shall have thirty (30) days from the receipt of such notice to cure or otherwise eliminate such cause. If the Contractor does not remedy the breach, to the reasonable satisfaction of the Agency, then the Agreement shall terminate pursuant to Article 6 of this Agreement.

Contractor shall have a certified recycling facility operator onsite at all times during the MRF operation. Should certification(s) lapse, or should Contractor otherwise default on its obligations pursuant to this Agreement, such that the Agency is required to terminate this Agreement and take over the MRF operation, or perform services that Contractor agrees to perform pursuant to this

Agreement, Contractor shall compensate the Agency for the reasonable costs and expenses incurred by the Agency.

Contractor shall staff the MRF operation with the appropriate number of employees consistent with good management and industry standards and practices to reasonably enable Contractor to perform all of the Contractor's responsibilities under this Agreement. At a minimum, Contractor shall staff the number of full-time employees listed in the Contractor's Proposal for RFP No. '19/06/P as follows:

1. Six (6) sorters
2. Lead/controller
3. Baler/forklift operator
4. Tipping floor loader
5. Site manager

Contractor's employees for the MRF operation must be appropriately trained in accordance with all applicable rules and regulations and good management and industry standards and practices.

Contractor shall comply with the health and safety training requirements of the Agency. The Agency, may at any time, require Contractor to complete additional training if such is deemed necessary to promote and conduct safe, efficient, and orderly MRF operating practices at the BuRRT facility. Training topics and training frequencies for Contractor's employees shall include, but are not limited to, the following:

- | | |
|-------------------------------------|--|
| 1. MRF Operator Certification | When hired and every 3 years for certified operators |
| 2. General Operations Plan | When hired and annually thereafter |
| 3. Materials Recovery Facility Plan | When hired and annually thereafter |
| 4. Waste Screening and Inspection | When hired and annually thereafter |
| 5. Contingency Plan | When hired and annually thereafter |
| 6. Alternative Waste Handling | When hired and annually thereafter |
| 7. First Aid/CPR/AED | Every 2 years for designated employees |
| 8. Fire Extinguisher Use | When hired and annually thereafter |
| 9. SWPPP (Stormwater Plan) | Annually for designated employees |
| 10. Bloodborne Pathogens | Within 10 days of hire and annually thereafter |
| 11. Drug & Alcohol – Employees | Annually |
| 12. Drug & Alcohol – Supervisors | Annually |
| 13. Sexual Harassment | Annually |
| 14. Workplace Violence | Annually |
| 15. Ergonomics | When hired and retraining when observations dictate |
| 16. Forklift | Every 3 years for certified operators and retraining when observations dictate |
| 17. Hazard Awareness | When hired and retraining when observations dictate |
| 18. Hazard Communication | Within 10 days of hire |
| 19. Confined Space Awareness | When hired for designated employees and retraining when observations dictate |
| 20. Respiratory Protection | When hired and annually thereafter |

- | | |
|---|---|
| 21. Respiratory Physical and Fit Test | When hired and annually thereafter for designated employees |
| 22. Walking, Working Surfaces and Fall Protection | When hired and retraining when observations dictate |

Contractor shall report to the Agency any unsafe work conditions, worksite hazards, all work-related injuries and illnesses immediately, or as soon as possible. Contractor shall participate in investigations for work-related injuries and illnesses.

Contractor shall report to the Agency incidents involving near misses or damage to Agency equipment and or property immediately, or as soon as possible.

The BuRRT facility operating hours to the public are Monday through Sunday, 8:00 a.m. to 4:45 p.m. The Agency receives most of the recyclable materials Mondays through Fridays along with some additional recyclable materials on the weekends. The Agency receives recyclable materials from the City of Santa Fe, Santa Fe County, BuRRT Recycling Drop-Off Center, private haulers and other customers.

Contractor shall accept deliveries of recyclable materials between the hours of 8:00 a.m. and 4:45 p.m., Sunday through Saturday.

Contractor shall perform the MRF operation during the BuRRT facility’s operating hours from 7:00 a.m. to 5:30 p.m., Sunday through Saturday. Contractor may request in writing to the Agency to operate outside of these hours for such tasks as paperwork, equipment maintenance, etc.

Contractor shall notify the Agency in advance any scheduled days the MRF will not operate.

Contractor shall not operate the MRF on the following holidays:

- New Year’s Day
- Memorial Day
- Independence Day (July 4th)
- Labor Day
- Thanksgiving Day
- Christmas Day

Contractor may choose not to operate the MRF on other nationally recognized holidays provided the Contractor submits a written notice to the Agency before January 1st of each calendar year.

Contractor shall not operate on Easter Sunday.

The Agency shall act as scale master for all loads of incoming recyclable materials delivered and outgoing loads of processed recyclable materials removed from the BuRRT facility. As such, the Agency retains the right to enforce weight limits. The Agency’s scale house shall also serve as the scale of record to provide guidance on the material leaving the facility and provide a basis for calculating the value of the material and payment to the Agency. The Agency shall work with the

Contractor to ensure that accurate weights are collected and monthly reports are provided to the Contractor. Contractor shall reference the weights and BOLs on payments for recordkeeping and audit purposes.

Contractor shall have all of the equipment necessary to load the trailers to maximum capacity for transportation of recyclable materials, residuals and contamination.

The Agency will maintain a designated floor space in the transfer station for Contractor to accept deliveries of recyclable materials from customers.

The Agency will maintain a designated loading area (hopper) for Contractor to load open-top, walking floor (or similar) trailers with residuals and contamination.

Contractor shall comply with the BuRRT Operations Plan, as it may be amended from time to time. This includes adherence to on-site traffic rules, posted speed limits and wait times for the loading of trailers, if applicable.

The Agency shall be responsible for all costs associated with the transportation and disposal of residuals and contamination at the Landfill. Contractor shall load residuals and contamination into the Agency's trailers in such a manner to minimize wait time.

Contractor shall ensure inventory of recyclable materials or recycled materials does not exceed the inventory used for purposes of estimating the cost of abatement of a nuisance at the BuRRT facility pursuant to Paragraph (2) of Subsection A of 20.9.10.9 NMAC.

Contractor shall handle and store recyclable materials in a manner that does not create a nuisance, harbor vectors or create a public health hazard.

Contractor shall be responsible for controlling vector populations. Vectors include any rodents, flies, mosquitoes, or other animals or insects capable of transmitting disease to humans.

Contractor shall control odors throughout the MRF operation.

Contractor shall minimize the risks of fires caused by spontaneous combustion. Contractor shall be responsible for any costs related to fire mitigation. Contractor shall provide a fire safety plan to the Agency within thirty (30) days after the execution of this Agreement.

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

In the event of any release or threatened release of any material, including but not limited to any hazardous material, special waste, or other contaminant, relating in any way to any of the Scope of Work under this Agreement, regardless of whether such release or threatened release is caused or contributed to by Contractor, any Subcontractor, or any other person or entity, Contractor must

promptly notify the Agency and provide all pertinent information, including but not limited to the nature, scope, location and sources or causes of the release or threatened release and all actions taken, being taken and to be taken by Contractor with respect to the release or threatened release.

Contractor shall be responsible for any and all violations imposed by NMED, the Environmental Protection Agency (EPA), Occupational Health and Safety Administration (OSHA), or other regulatory agencies of the federal, state and local governments as they relate to the MRF operation at the BuRRT facility. In the event that the violations are not corrected in a timely manner, the Agency has the right to terminate the Agreement with Contractor for the MRF operation at the BuRRT facility.

Contractor shall provide a Procedure Plan to the Agency within thirty (30) days after the execution of this Agreement that includes, but not be limited to, the following:

1. Organization chart with a brief job description for each job title
2. Procedure for providing and monitoring health and safety training
3. Procedure for inspecting incoming recyclable materials
4. Procedure for storing incoming recyclable materials
5. Procedure for loading residuals and contamination
6. Procedure for storing, loading and shipping of processed materials
7. Procedure for monitoring and reporting residuals and contamination
8. Procedure for monitoring and reporting recovery rate
9. Procedure for monitoring and controlling MRF costs
10. Procedure for performing a material composition study annually
11. Procedure for responding to complaints
12. Procedure for providing tours and presentations

Contractor shall comply with all applicable rules and regulations of the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration. Contractor shall pay particular attention to the rules and regulations related to maximum vehicle weights as no loaded trailers will be permitted to leave the Agency facility in excess of these limits.

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

Contractor shall ensure that the MRF is locked and secured whenever the Contractor is not present (e.g., Baling Building, Door Nos. 4, 5 and 6). Contractor shall be responsible for all security within the MRF operating limits.

Contractor shall maintain good housekeeping throughout the MRF (i.e., equipment, bunkers and floor areas), Baler Building and Administration Building (i.e., restrooms, lockers area, lunch area, conference room, reception area).

Contractor shall perform litter patrols on the outside areas affected by the MRF operations on a daily basis.

The Agency or its representatives shall have access to inspect the MRF as it deems reasonably necessary to determine whether the services provided by the Contractor conform to the terms of the Contract. Contractor shall assist in facilitating the inspection by the Agency. The Agency shall inspect during the BuRRT hours of operation.

Definitions:

1. Acceptable Recyclable Materials: means recyclable materials which the Contractor will accept for processing and marketing, including:
 - a. Newspaper and Inserts (ONP)
 - b. Corrugated Cardboard (OCC)
 - c. Brown Paper Bags
 - d. PET (#1) Plastic Bottles
 - e. HDPE (#2) Natural and Colored Containers
 - f. Aluminum Cans and Foil
 - g. Steel/Tin Cans
 - h. Junk Mail
 - i. Shredded Office Paper
 - j. Other Paper
 - k. Magazines and Catalogs
 - l. Phone Books
 - m. Paperback and Hardcover Books
 - n. Mixed Plastics (#3 - #7), including bottles, jars, yogurt/margarine tubs, deli/salad clamshells; excluding Styrofoam and plastic bags
 - o. Other Rigid Plastic (e.g., toys, laundry baskets, recycling bins, buckets)
 - p. Paperboard/Chipboard (e.g., cereal boxes, egg cartons, beverage packaging material)
 - q. Milk Cartons and Drink Boxes
2. Agency: means the Santa Fe Solid Waste Management Agency.
3. Average Market Value: means a calculation of the value of each ton of the Agency's recyclable materials based upon the current market price of each individual commodity as defined by the designated published regional price indexes agreed upon by the Agency and the Contractor and the percent composition each commodity represents as determined by bi-annual material composition audits. The AMV shall be computed monthly and the updated value will apply to all deliveries within that month.
4. BuRRT facility: means the Buckman Road Recycling and Transfer Station.
5. Contamination: means non-recyclable materials mixed in with acceptable recyclable materials in a commingled, or single stream recycling program. Examples of non-recyclable materials that may contaminate acceptable recyclable materials include trash, garbage, glass, yard waste, household hazardous waste, plastic bags, food waste, Styrofoam, wax coated cardboard, diapers, and medical waste.

6. Contractor: means Town Recycling, LLC.
7. Conventional Recyclable Materials: means items such as newspaper, junk mail cardboard, brown paper bags, PET (#1) plastic bottles, HDPE (#2) natural and colored containers, aluminum cans and steel/tin cans.
8. HDPE (#2) Natural and Colored Containers: means high density polyethylene that is used in the production for natural or colored plastic bottles or containers labeled with the #2 symbol for such items as milk jugs and laundry soap bottles.
9. Joint Powers Board (JPB): means the governing body for the Santa Fe Solid Waste Management Agency.
10. Marketing: means creating a market and/or selling recyclable materials to end-markets.
11. Mixed Paper: means mean recovered paper items such as newspaper inserts, junk mail, magazines, telephone books, cereal boxes and other paperboard/chipboard products.
12. MRF: means a Materials Recovery Facility that processes and bales recyclable materials.
13. Non-Conventional Recyclable Materials: means items such as #3-#7 plastics, other rigid plastics, milk carton, aseptic containers and drink boxes.
14. PET (#1) Plastic Bottles: means polyethylene terephthalate that is used in the production of clear plastic bottles or containers labeled with the #1 symbol for such items as water, soft drinks, sports drinks, food packages and personal care products.
15. Price Indexes: means RISI/PPI paper indexes, SecondaryMaterialsPricing.com and RecyclingMarkets.net.
16. Processing: means the process of separating, cleaning, treating, and reconstituting post-consumer material(s) that would otherwise be disposed of as solid waste, but does not include incineration or other similar processes.
17. Recycling: means any process by which recyclable materials are collected, separated, processed and reused or returned to use in the form of raw materials or products.
18. Registered Recycling Facility: means a MRF that has been registered with the NMED and its registration is current.
19. Residual: means a portion of acceptable recyclable materials that is not captured during the MRF processing (e.g., incidental, under-recovered). Residual is not the same as Contamination.
20. Secondary/Downstream Processor: means a company that purchases mixed grades of material (e.g., mixed paper, mixed plastics, mixed metals) with the intent to further separate

this mixed material into sellable grades of commodity for sale in the market, either at their facility or another facility they partner with.

21. Solid Waste: means any garbage, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semisolid, or contained gaseous material resulting from industrial, commercial, mining, construction, demolition and agricultural operations and from community activities as defined in 20.9.2. NMAC.
22. Ton: means a unit of weight, equivalent to 2,000 pounds.
23. UBC: means used beverage containers made primarily of aluminum such as soda cans, juice cans, vegetable juice cans, and beer cans.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: April 13, 2026
Subject: Request for Approval of Amendment No. 1 to the Construction Agreement with Del Hur Industries of Port Angeles, WA, for the Basalt Rock Crushing and Sales Operation for the Caja del Rio Landfill to Include Compensation for Aggregate Materials for Landfill Applications (RFP No. '22/25/P)

SUMMARY:

The Agency is requesting the Board approve Amendment No. 1 to the Construction Agreement with Del Hur Industries (Del Hur) of Port Angeles, WA.

The Amendment will provide construction services for basalt rock excavation, including blasting and rough subgrade preparation, for a future disposal area west of the West Phase disposal area. Del Hur will comply with Santa Fe County's minimum blasting permit requirements.

The Amendment will increase the royalty payments to the Agency from \$1.50 to \$1.70 per ton for the sale of aggregates at the Landfill, with \$0.95 per ton paid to the Bureau of Land Management (BLM).

The Amendment will also continue Del Hur's crushing and sales operations.

BACKGROUND

On January 21, 2022, the Agency issued Request for Proposal (RFP) No. '22/25/P for the basalt rock crushing and sales operation at Caja del Rio Landfill.

On May 19, 2022, the Board approved the Construction Agreement with Del Hur Industries for a term of ten (10) years, ending May 19, 2032.

Per the Agreement, Del Hur agrees to perform in accordance with the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

Del Hur agrees to pay the Agency for their reclaimed water usage, quarterly calibration of the scales, and maintenance and repairs to the outbound scale that can reasonably be attributed to its use.

Del Hur also agrees to sell the Agency aggregate materials at a discounted price for various landfill applications, such as cell liner construction, erosion control, and haul roads.

Del Hur will continue to conduct basalt rock crushing and sales operations within a work area of approximately 56 acres. The work area is west of the Landfill's active disposal area and includes stockpiles of previously quarried basalt rock and storage for various aggregate products.

The conceptual future disposal area provides approximately 10 million cubic yards of waste disposal capacity. The disposal area has an estimated capacity of 29 years, assuming 350,000 cubic yards of airspace are consumed annually. Additionally, approximately 3 million cubic yards of basalt will need to be blasted and excavated, assuming the top of the basalt rock lies 20 feet below the ground surface.

ACTION REQUESTED:

The Agency requests Board approval of Amendment No. 1 to the Construction Agreement with Del Hur.

Attachments:

- 1) Construction Agreement – Amendment No. 1
- 2) Construction Agreement with Del Hur Industries

M:\Memo\041326.3

ATTACHMENT 1

Construction Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
CONSTRUCTION AGREEMENT
DEL HUR INDUSTRIES, INC.
(Basalt Rock Crushing and Sales Operation - 2022)**

This AMENDMENT No. 1 (the “Amendment”) to the CONSTRUCTION AGREEMENT, dated May 19, 2022 (the “Agreement”), is made and entered into between the Santa Fe Solid Waste Management Agency (“Agency”) and Del Hur Industries, 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 blasting, quarrying, excavation, rough subgrade preparation, crushing and sales of basalt rock from the Caja del Rio Landfill (RFP No. '22/25/P).

Pursuant to Article 24, 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 incorporate the construction drawings for a future disposal area located west of the West Phase disposal area, as described in Exhibit B attached hereto, so that Article 1 reads in its entirety as follows:

A. Contractor shall perform the construction services in accordance with the terms of this Agreement, the terms set forth in Exhibit A, and the terms set forth in related Contract Documents, including the Caja del Rio Crushing and Sales Plan dated January 30, 2014; the Caja del Rio Landfill Noise Analysis Memorandum dated March 28, 2014; and Contractor’s Proposal for RFP No. '22/25/P, all of which are incorporated into this Agreement as if attached to this Agreement or repeated herein.

B. Contractor shall comply with the minimum blasting permit requirements set forth by Santa Fe County for a future disposal area west of the West Phase disposal area, attached hereto as Exhibit B.

C. Contractor shall also comply with all federal, state, and local law and regulations; obtain and comply with any permitting or licensing requirements, including, but not limited to, requirements imposed by environmental regulatory entities; and make substantial progress toward the removal of all designated material.

D. The construction services subject to this Agreement for crushing and sales are attached hereto as Exhibit A. Contractor shall crush, process, and remove all excavated basalt rock and other designated material located at the Caja del Rio Landfill. Contractor shall also crush and process basalt rock blasted and excavated for a future disposal area delineated in Exhibit B.

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to update the BLM royalty fees in Paragraph A and in Exhibit A so that Paragraph A of Article 3 and Exhibit A are deleted entirely and replaced with the following:

A. Contractor shall pay to the Agency \$1.70 per ton for the removal of the basalt rock from the Caja del Rio Landfill (“Landfill”) sold as aggregates by Contractor across the truck scales located at the Landfill on a monthly basis until all aggregate is sold. All aggregate products not sold by Contractor upon the termination of this Agreement shall remain the property of the Agency. Contractor shall have the opportunity to purchase any such remaining materials at the market rate as determined by the Agency and shall, if an agreement to purchase is reached, be given a reasonable time, not to exceed six (6) months, to remove the materials from the premises.

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

C. Contractor acknowledges that its use of the outbound truck scales may cause damage to the scale in excess of the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency's regular cost incurred for quarterly calibration of the scales and (2) the cost of maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scale.

D. Contractor shall be responsible for payment of gross receipts taxes due to the State of New Mexico on the sums payable under this Agreement.

E. Contractor shall not be compensated for any costs, expenses, or other items it incurs related to its performance under this Agreement.

3. AGREEMENT IN FULL FORCE

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Lisa Cacari Stone
Chairperson, Joint Powers Board

Date:

CONTRACTOR:

Rick Hurworth
Vice President
Del Hur Industries, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Scope of Services
for
Crushing and Sales Operation

SCOPE OF SERVICES

The Contractor shall perform the Scope of Services required by the Agreement for the basalt rock crushing and sales operation at the Caja del Rio Landfill, as described in RFP No. '22/25/P and per the project approach provided to the Agency in the Contractor's proposal dated February 22, 2022. The Scope of Services also includes the requirements set forth in the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

Contractor shall perform basalt rock crushing and sales operations within a work area of approximately 56 acres within the Landfill. The work area includes the stockpile of previously quarried basalt rock and storage for various aggregate products. The work area is west of the Landfill's active disposal area as defined in Exhibit B of this Agreement.

Contractor agrees that the Landfill is first and foremost an operating landfill and that any proposed basalt rock-related activities shall not take precedence over ongoing landfill operations. Furthermore, Contractor agrees that some existing infrastructure (e.g., roads, scales, utilities) may not be available for its use on a predictable basis.

Contractor agrees to produce a variety of NMDOT, FAA and local market aggregate materials, including, but not limited to, the following:

- Structural and pavement concrete aggregate, roller compacted concrete
- Hot mix asphaltic concrete, cold mix/cold laid asphaltic concrete, asphalt stabilized base
- Aggregate for surface treatments
- Flexible base course aggregate
- Railroad ballast
- Rip-rap and various erosion control aggregates;
- Driveway rock;
- Crusher fines; and
- Other products not specified above

Contractor agrees to use best efforts to sell 110,000 tons of aggregate materials annually.

Contractor also agrees to sell to the Agency aggregate materials for erosion control, haul roads, and similar uses at a discount from the Contractor's published list. The total discount shall

be \$2.95 per ton, which includes the payment under Paragraph A of Article 3 (\$1.70 per ton) and the quality control/marketing fee (\$0.25 per ton). For payment purposes, Contractor and the Agency shall agree on the density or conversion factor (i.e., tons to cubic yards) for each type of aggregate material.

Contractor agrees to use its best efforts to sell all the basalt rock by the termination date of this Agreement. Contractor shall pay the Agency \$1.70 per ton for aggregates produced and sold by the Contractor, across the truck scales at the Landfill, on a monthly basis until all aggregates have been sold. All excavated rock and produced aggregate that is not sold by the termination date of this Agreement shall remain the property of the Agency.

The Agency shall be responsible for royalty payments to the BLM.

Contractor warrants that it has the expertise and resources necessary to perform the work as detailed in the January 30, 2014, Caja del Rio Crushing and Sales Plan (Plan), approved by the BLM on April 14, 2014.

Contractor shall conduct crushing operations only Monday through Friday, from 7:00 a.m. to 5:30 p.m., when necessary. Contractor shall notify the Agency and obtain Agency approval before crushing may occur on weekends or at any time outside the specified hours.

Contractor shall use the existing heavy equipment, crushing plant, and infrastructure at the Landfill to minimize noise and emissions.

Contractor's crushing operations shall not exceed a 20-minute average noise level of 83 dBA as documented in CDM Smith's Caja del Rio Landfill Noise Analysis Memorandum, dated March 28, 2014.

Contractor shall comply with its NSR air quality permit for dust and emissions control by spraying or misting with water to reduce fugitive dust. There is no potable water at the Landfill.

The Agency receives treated effluent (reclaimed) wastewater from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. Contractor may use reclaimed wastewater for dust suppression at the crushing operation, watering haul roads, and rock washing. If reclaimed wastewater is not available on site, Contractor shall be responsible for transporting it to the crusher facility for dust control and rock washing.

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

Contractor shall comply with its Stormwater Pollution Prevention Plan (SWPPP) and implement Best Management Practices (BMPs) to reduce pollutants in stormwater discharges from the site.

Contractor shall halt crushing or sales operations if any archaeological or cultural artifacts are discovered.

Contractor and its customers shall comply with all rules and regulations of the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration, including those related to covered loads to protect other vehicles and to maximum vehicle weights, as no loaded vehicles will be permitted to leave the Landfill in excess of these limits.

Contractor and its customers shall adhere to posted speed limits at all times, including the following: 45 mph on Caja del Rio Road; 35 mph on Wildlife Way before the first gate to the Landfill, 30 mph on Wildlife Way between the first and second gates to the Landfill, and 25 mph inside the second Landfill gate on the paved access road within the Landfill.

The Agency shall act as Scale Master for all loads of basalt rock removed from the Landfill. As such, the Agency retains the right to enforce the weight limits set forth in this Scope of Services. The Agency's scale facilities shall also serve as the scale of record for determining the weight of basalt rock removed from the Landfill and for calculating subsequent royalty payments due to the BLM and, potentially, the Agency.

Contractor shall acknowledge that its use of the outbound truck scales may cause damage to the scales beyond the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency's regular cost for quarterly calibration of the scales and (2) the cost of maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scales.

Contractor shall be responsible for maintaining all necessary permits and licenses required to fulfill the scope of work under this Agreement. These permits and licenses shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any noncompliance.

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

Contractor shall not subcontract any portion of the Scope of Services under this Agreement without the Agency's written approval.

Contractor shall not erect an asphalt or concrete batch plant at the Landfill.

EXHIBIT B

Conceptual Design of Future Disposal Area

for

Blasting, Quarrying and Rough Subgrade Preparation

SANTA FE SOLID WASTE MANAGEMENT AGENCY

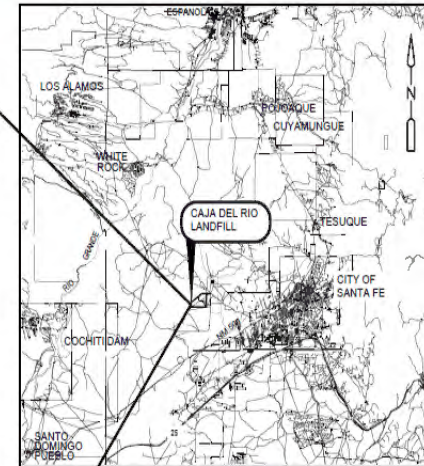
CAJA DEL RIO LANDFILL

CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA

JULY 2025



SITE LOCATION MAP



VICINITY MAP
NO SCALE

SHEET INDEX	
SHEET ID.	TITLE
-	COVER SHEET
G-1	CURRENT SITE DEVELOPMENT PLAN
G-2	PROPOSED SITE DEVELOPMENT PLAN
C-3	EXISTING CONDITIONS
C-1	GRADING PLAN
C-1A	DEL HUR GRADING PLAN
C-2	LEACHATE COLLECTION SYSTEM
C-3	CLOSURE PLAN
C-4	CROSS SECTIONS
CD-1	CIVIL DETAILS I
CD-2	CIVIL DETAILS II

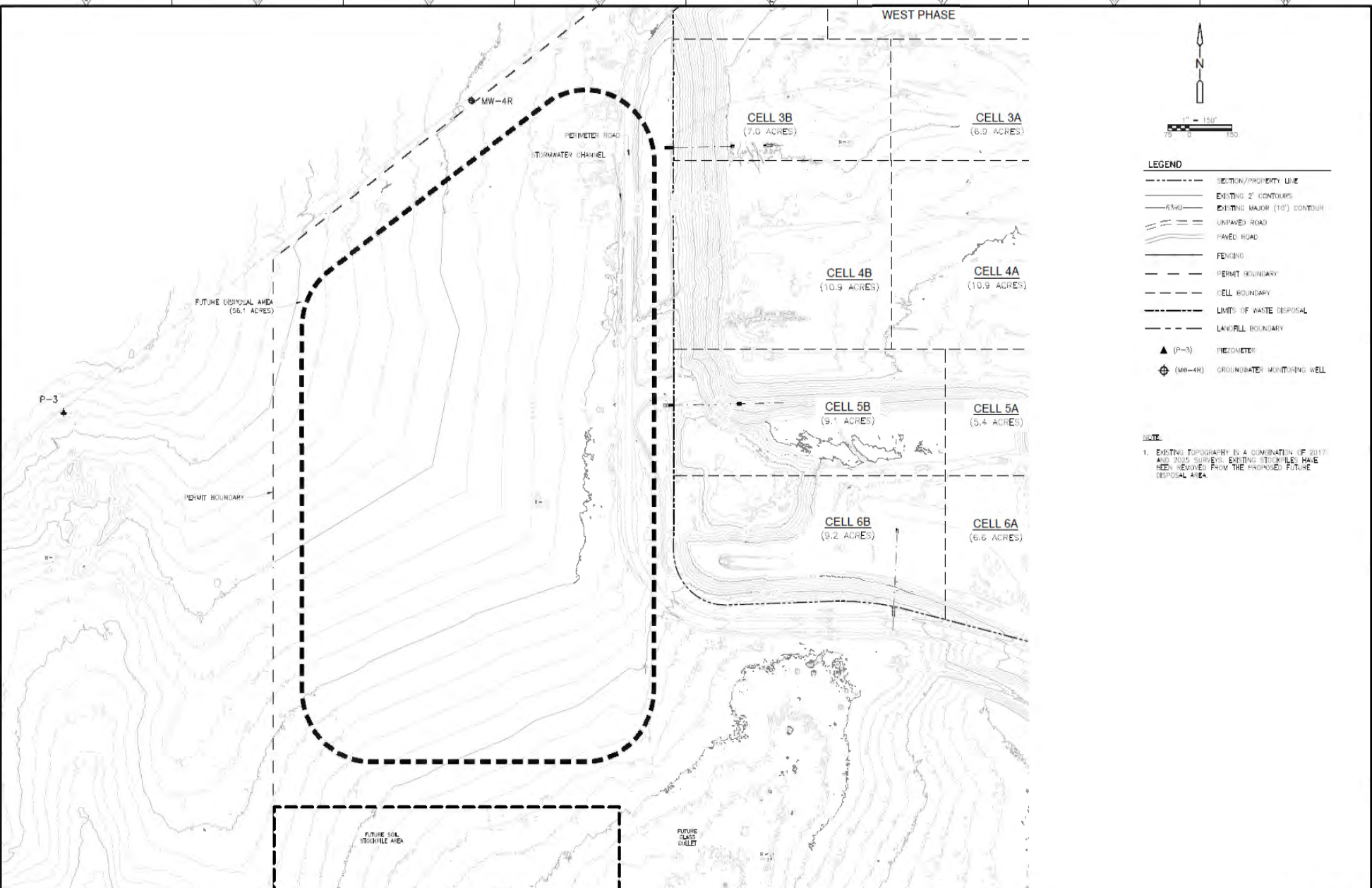
**CDM
Smith**
6001 INDIAN SCHOOL RD. NE, SUITE 310
ALBUQUERQUE, NM 87110
Tel. (505) 243-3200



DRAFT DRAWINGS
10672-202533

PROJECT: SANTA FE SOLID WASTE MANAGEMENT AGENCY - CAJA DEL RIO LANDFILL - CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA
 DRAWING NO.: 10672-202533
 DATE: 07/2025
 DRAWN BY: J. GARCIA
 CHECKED BY: M. GARCIA
 APPROVED BY: M. GARCIA
 PROJECT LOCATION: SANTA FE, NEW MEXICO
 CLIENT: SANTA FE SOLID WASTE MANAGEMENT AGENCY
 PROJECT NO.: 10672-202533

4885-1 [CDWG_2234_05/2023] Issues: 0
 Date saved by: JASON Date: 5/17/2023 2:44:05 PM
 Location: \\007\3\2023\04_Consult_Schedule_MW-4R.dwg User: JASON
 Description: THE PERMIT AREA IS THE AREA WITHIN THE DASHED LINE. THE PERMIT AREA IS THE AREA WITHIN THE DASHED LINE. THE PERMIT AREA IS THE AREA WITHIN THE DASHED LINE.

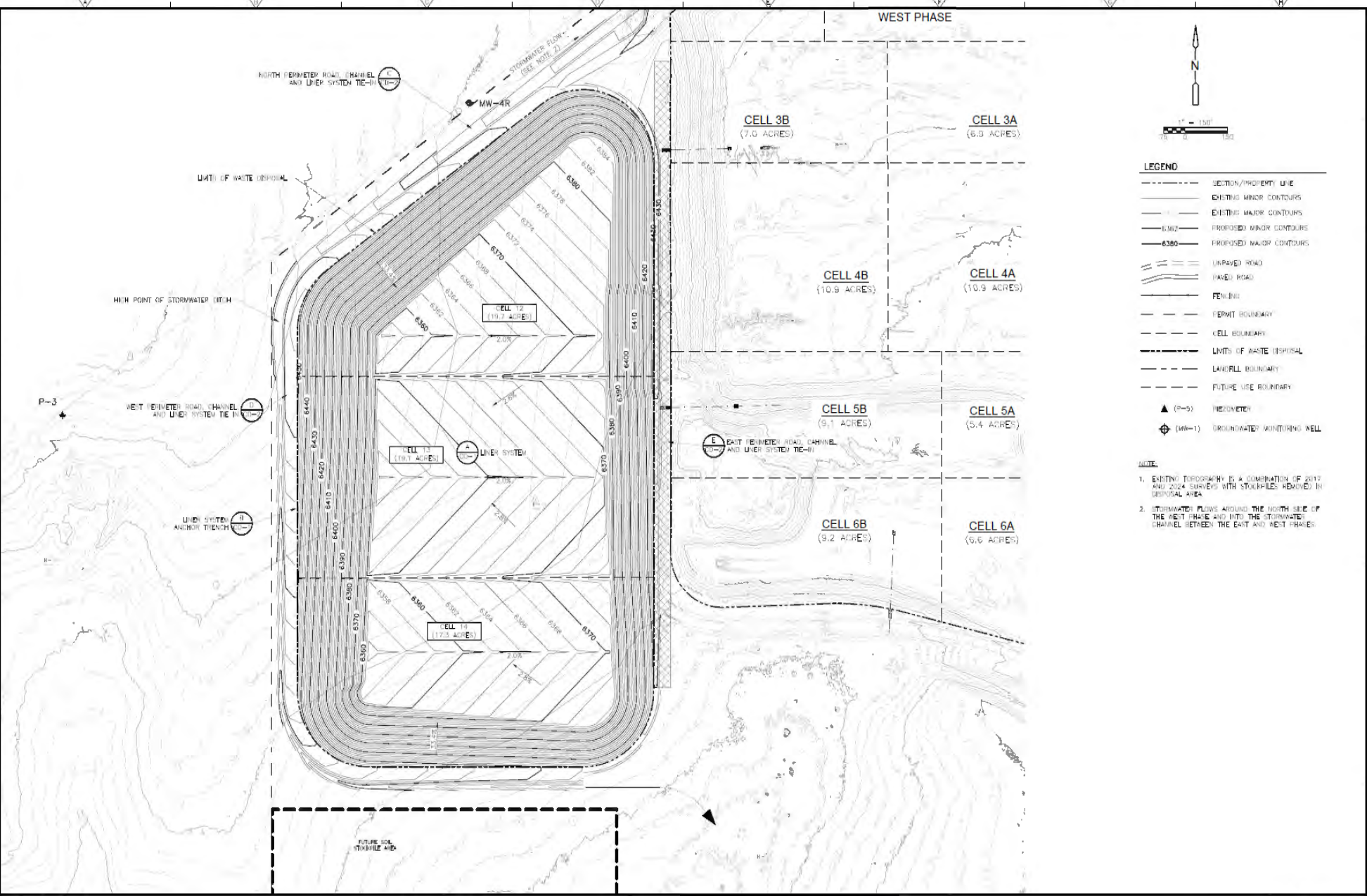


DATE		BY	CHKD	REMARKS

DATE: 05/17/2023 DRAWN BY: JASON CHECKED BY: JASON DATE: 05/17/2023 DRAWN BY: JASON CHECKED BY: JASON	CDM Smith 6001 Indian School Rd. NE, Suite 310 Albuquerque, NM 87110 Tel: (505) 243-2000	SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL CONCEPTUAL DESIGN OF FUTURE DISPOSAL AREA	PROJECT NO: 10979-302933 FILE NAME: 0304EX13.DWG SHEET NO: G-3
--	--	---	--

DRAFT DRAWINGS

P:\Projects\2024\CE2024\Drawings\DWG\DWG_10_Solid Waste Management Agency - Conceptual Design of Future Disposal Area.dwg
 Date: 7/27/2024 10:11 AM
 User: jsmith
 Plot Date: 7/27/2024 10:11 AM
 Plot User: jsmith
 Plot Scale: 1:1
 Plot Orientation: Landscape
 Plot Range: All
 Plot Style: Default
 Plot Color: Black
 Plot Lineweight: 0.20
 Plot Linetype: Solid
 Plot Font: Arial, 10pt
 Plot Title: Conceptual Design of Future Disposal Area
 Plot Sheet: 1 of 1
 Plot Status: OK



- LEGEND**
- SECTION/PROPERTY LINE
 - EXISTING MINOR CONTOURS
 - EXISTING MAJOR CONTOURS
 - 6300 PROPOSED MINOR CONTOURS
 - 6380 PROPOSED MAJOR CONTOURS
 - UNPAVED ROAD
 - PAVED ROAD
 - FENCING
 - PERMIT BOUNDARY
 - CELL BOUNDARY
 - LIMITS OF WASTE DISPOSAL
 - LANDFILL BOUNDARY
 - FUTURE USE BOUNDARY
 - ▲ (P-5) WEEDMETER
 - ⊕ (MW-1) GROUNDWATER MONITORING WELL

- NOTE**
- EXISTING TOPOGRAPHY IS A COMBINATION OF 2012 AND 2024 SURVEYS WITH STOUPILES REMOVED IN DISPOSAL AREA.
 - STORMWATER FLOWS AROUND THE NORTH SIDE OF THE WEST PHASE AND INTO THE STORMWATER CHANNEL BETWEEN THE EAST AND WEST PHASES.

NO.	DATE	BY	CHKD.	REMARKS

DESIGNED BY	A. W. B. PERDUE
DRAWN BY	A. W. B. PERDUE
CHECKED BY	M. H. HILL
IN CHARGE	D. G. HALL
DATE	JULY 2024

CDM Smith
 6521 Indian School Rd., Ste. 310
 Albuquerque, NM 87110
 Tel: (505) 242-3200

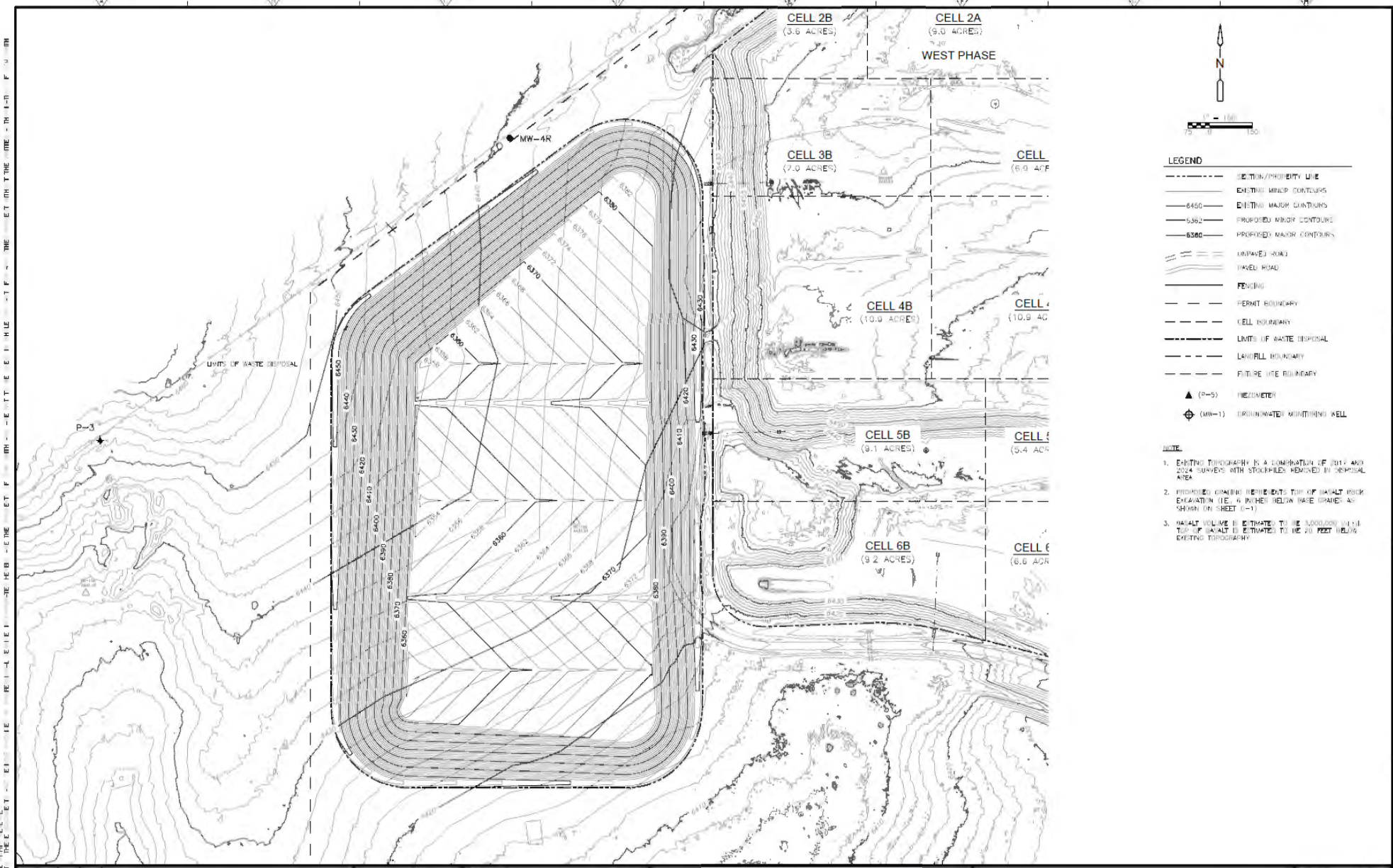
SANTA FE SOLID WASTE MANAGEMENT AGENCY
 CAJA DEL RIO LANDFILL
 CONCEPTUAL DESIGN
 OF FUTURE DISPOSAL AREA

GRADING PLAN

PROJECT NO.	10974-30203
FILE NAME	0001ENVL.DWG
SHEET NO.	C-1

DRAFT DRAWINGS

085 [10/16/2014 10:40:00] Images [1]
 Last saved by: vicki@cdmsmith.com
 10/16/2014 10:40:00 AM
 03202



- LEGEND**
- BOUNDARY/PROPERTY LINE
 - EXISTING MINOR CONTOURS
 - EXISTING MAJOR CONTOURS
 - PROPOSED MINOR CONTOURS
 - PROPOSED MAJOR CONTOURS
 - UNPAVED ROAD
 - PAVED ROAD
 - FENCING
 - PERMIT BOUNDARY
 - CELL BOUNDARY
 - LIMITS OF WASTE DISPOSAL
 - LANDFILL BOUNDARY
 - FUTURE SITE BOUNDARY
 - ▲ (P-5) BENCHMARK
 - ⊕ (MW-1) DRINKING WATER MONITORING WELL

- NOTE**
1. EXISTING TOPOGRAPHY IS A COMBINATION OF 2014 AND 2014 SURVEYS WITH STICKPILES REMOVED IN BERMAL AREA
 2. PROVIDED DRAINING REQUIREMENTS TOP UP BAYALT WORK EXCAVATION (IE, 4 INCHER BELOW BASE DRAINS AS SHOWN ON SHEET C-1)
 3. BAYALT VOLUME IS ESTIMATED TO BE 3,000,000 CU YD. TOP UP BAYALT IS ESTIMATED TO BE 20 FEET BELOW EXISTING TOPOGRAPHY.

NO.	DATE	ISSUED FOR	REVISIONS

DATE	BY	DESCRIPTION

CDM Smith
 6001 Indian School RD, NE, Suite 310
 Albuquerque, NM 87110
 TEL: (505) 243-2500

SANTA FE SOLID WASTE MANAGEMENT AGENCY
 CAJA DEL RIO LANDFILL
 CONCEPTUAL DESIGN
 OF FUTURE DISPOSAL AREA

DEL HUR GRADING PLAN

PROJECT NO: 10474-102833
 FILE NAME: CDD14XFL1007
 SHEET NO:
C-1A

DRAFT DRAWINGS

ATTACHMENT 2
Construction Agreement
With
Del Hur Industries

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
CONSTRUCTION AGREEMENT WITH
DELHUR INDUSTRIES, INC.
(Basalt Rock Crushing and Sales Operation – 2022)**

This CONSTRUCTION AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and DelHur Industries, Inc. (“Contractor”) for the crushing, sales and removal of excavated basalt rock from the Caja del Rio Landfill (RFP No. '22/25/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

A. The construction services subject to this Agreement are set forth in the Scope of Services attached hereto as Exhibit A. Contractor shall crush, process, prepare for removal, and remove all excavated basalt rock and other designated material located at the Caja del Rio Landfill. Contractor shall perform according to the terms of this Agreement, the terms established in Exhibit A, and the terms established in related Contract Documents, including the Caja del Rio Crushing and Sales Plan dated January 30, 2014, Caja del Rio Landfill Noise Analysis Memorandum dated March 28, 2014, and Contractor’s Proposal for RFP No. '22/25/P, all of which are incorporated in this Agreement as if attached to this Agreement or repeated herein. Contractor shall also comply with all federal, state, and local law and regulations; obtain and comply with any permitting or licensing requirements, including, but not limited to, requirements imposed by environmental regulatory entities; and make substantial progress toward the removal of all designated material.

B. Services for future rock excavation, including blasting, which may be authorized within the term of this Agreement shall require an Amendment to this Agreement to include a scope of work and the fees to be paid for such services.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. Contractor shall pay to the Agency, \$1.50 per ton for the removal of the basalt rock from the Caja del Rio Landfill (“Landfill”) sold as aggregates by Contractor across the truck scales located at the Landfill on a monthly basis until all aggregate is sold. All aggregate products not sold by Contractor upon the termination of this Agreement shall remain the property of the Agency. Contractor shall have the opportunity to purchase any such remaining materials at the market rate as determined by the Agency and shall, if an agreement to purchase is reached, be given a reasonable time, not to exceed six months, to remove the materials from the premises.

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

C. Contractor acknowledges that its use of the outbound truck scales may cause damage to the scale in excess of the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency’s regular cost incurred for quarterly calibration of the scales and (2) the cost of

maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scale.

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

E. Contractor shall not be compensated for any costs, expenses, or other items it incurs related to its performance under this Agreement.

4. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and shall be for a term of ten (10) years, terminating on May 19, 2032, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on construction contracts codified in NMSA 1978 §13-1-150, this Agreement may not exceed ten years, including all extensions and renewals.

5. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ninety (90) days written notice to Contractor. Reason for terminating the Agreement shall include, but not be limited to, Contractor's failure to make substantial progress towards the sale and removal of the basalt rock or Contractor's failure to sell the minimum quantities established in the Scope of Services. The Agency's determination that substantial progress is not being made shall be final and not subject to dispute or correction by Contractor. If the Agency terminates the Agreement:

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

2) Full payment shall be made for all material transferred, for all reclaimed water used and for any other expenses due from Contractor before the date of termination, in accordance with Article 3 of this Agreement.

B. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than one hundred twenty (120) days written notice to Agency.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. Compensation shall be paid to the Agency for all activities performed up to the date of notification under this Article per Article 5 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. DEFAULT

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

1) Acts of God or a public enemy;

- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. 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.

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

A. Contractor, its agents, and its employees are independent contractors performing construction 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.

11. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

12. RELEASE

Contractor, upon making the final payment(s) 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. 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.

14. 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.

15. 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.

16. 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 Article 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 for bodily injury and property damage. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain Contractors pollution liability insurance and/or errors and omissions applicable to the services performed throughout the term of this Agreement to cover no less than \$2,000,000 for each claim and \$4,000,000 aggregate per policy period of one year. The required limits may be provided by a combination of pollution liability insurance and commercial umbrella liability insurance.

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.

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

17. 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 or reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's sole negligence.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

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

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 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.

24. AMENDMENT

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

25. 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.

26. 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.

27. **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: Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506

CONTRACTOR: President
DelHur Industries, Inc.
4333 Tumwater Access Road
P.O. Box 1116
Port Angeles, WA 98362

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.

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:

Anna Hansen 5/19/2022
Anna Hanson Date:
Chairperson

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Rick Hurworth 5/20/2022
Rick Hurworth Date:
President
DelHur Industries, Inc.

APPROVED AS TO FORM:

Nancy R. Long 5-20-2022
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The Contractor shall perform the following Scope of Services required by the Agreement for the basalt rock crushing and sales operation for the Caja del Rio Landfill as described in RFP No. '22/25/P and per the project approach provided to the Agency in the Contractor's proposal dated February 22, 2022. The Scope of Services also includes the requirements set forth in the Caja del Rio Crushing and Sales Plan and the Caja del Rio Landfill Noise Analysis Memorandum.

Contractor shall perform the basalt rock crushing and sales operation on a work area approximately 35 acres within the Landfill. The work area includes the stockpile of previously quarried basalt rock (237,000 tons) and storage for various aggregate products. The work area is west of the active disposal area of the Landfill. Any expansion of the existing work area must be approved by the Agency.

Contractor agrees the Landfill is first and foremost an operating landfill and that any proposed basalt rock related activities shall not have precedence over on-going landfill operations. Furthermore, Contractor agrees that some existing infrastructure (i.e., roads, scales, utilities etc.) may not be available for their use on a predictable basis.

Contractor agrees to produce a variety of NMDOT, FAA and local market aggregate materials including, but not limited to, the following:

- Structural and pavement concrete aggregate, roller compacted concrete
- Hot mix asphaltic concrete, cold mix/cold laid asphaltic concrete, asphalt stabilized base
- Aggregate for surface treatments
- Flexible base course aggregate
- Railroad ballast
- Rip-rap and various erosion control aggregate;
- Driveway rock;
- Crusher fines; and
- Other products not specified above

Contractor agrees to use best effort to sell 110,000 tons of aggregate materials annually.

Contractor also agrees to sell to the Agency aggregate materials for erosion controls, haul roads, etc. at a discount price to the Contractor's published list. The total discount shall be \$2.75 per ton, which includes the payment under Paragraph A of Article 3 (\$1.50 per ton) and quality control/marketing fee (\$0.25 per ton). For payment purposes, Contractor and the Agency shall agree on the density or conversion factor (i.e., tons to cubic yard) for each type of aggregate material.

Contractor agrees to use best efforts to sell all the basalt rock by the termination date of this Agreement. The Contractor shall pay the Agency \$1.50 per ton for aggregates produced and sold by the Contractor across the truck scales located at the Landfill on a monthly basis until all of the aggregates have been sold. All excavated rock and produced aggregate that is not sold by the termination date of this Agreement shall remain the property of the Agency.

The Agency shall be responsible for royalty payment to the BLM.

Contractor warrants that it possesses the expertise and the appropriate resources to perform the work as detailed in the January 30, 2014 Caja del Rio Crushing and Sales Plan (Plan) approved by the BLM on April 14, 2014.

Contractor shall engage in crushing operations only on Monday through Friday from 7:00 a.m. to 5:30 p.m., when crushing is necessary. Contractor shall notify the Agency and receive Agency approval before crushing may take place on weekends or at a time other than during the specified times.

Contractor shall utilize the existing heavy equipment, crushing plant, and infrastructure at the Landfill to keep to keep noise and emissions to a minimum.

Contractor's crushing operations shall not exceed a 20-minute average noise level of 83 dBA as documented in the CDM Smith's Caja del Rio Landfill Noise Analysis Memorandum, dated March 28, 2014.

Contractor shall comply with its NSR air quality permit for dust and emissions control by spraying/misting with water to reduce fugitive dust. There is no potable water at the Landfill. The Agency receives treated effluent wastewater (reclaimed wastewater) from the City of Santa Fe Wastewater Plant via Marty Sanchez Golf Course. The Agency operates and monitors the use of Class 1B reclaimed wastewater under NMED Discharge permit number DP-1120. Contractor may use reclaimed wastewater for dust suppression for the crushing operation, watering of haul roads, and rock washing. If reclaimed wastewater is not available on site for Contractor, then Contractor shall be responsible for transporting reclaimed wastewater to the crusher facility for dust control and rock washing.

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

Contractor shall comply with its Stormwater Pollution Prevention Plan (SWPPP) and employ Best Management Practices (BMPs) to reduce pollutants in stormwater discharges from the site.

Contractor shall halt crushing or sales operation if any archaeological or cultural artifacts are discovered.

Contractor and its customers shall comply with all rules and regulations governed by the New Mexico Department of Motor Safety and the Federal Motor Carrier Safety Administration including the rules and regulations related to covered loads to protect other vehicles and maximum

vehicle weights as no loaded vehicles will be permitted to leave the Landfill in excess of these limits.

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

The Agency shall act as Scale Master for all loads of basalt rock removed from the Landfill. As such, the Agency retains the right to enforce weight limits as described in this Scope of Services. The Agency scale facilities shall also serve as the scale of record to determine the weight of basalt rock removed from the Landfill and subsequent royalty payments due to the BLM and potentially the Agency.

Contractor shall acknowledge that its use of the outbound truck scales may cause damage to the scale in excess of the reasonable wear and tear associated with regular Agency operations. Accordingly, Contractor expressly agrees to pay the Agency: (1) fifty percent (50%) of the Agency's regular cost incurred for quarterly calibration of the scales and (2) the cost of maintenance and repairs for damage to the outbound truck scale reasonably attributable to Contractor's use of the scale.

Contractor shall be responsible for maintaining all necessary permits and licenses to fulfill the scope of work in this Agreement. These permits and licenses shall be subject to inspection by the Agency. Contractor shall also notify the Agency of any non-compliance.

Contractor shall be responsible for maintaining proper work, safety, and environmental protection standards. Contractor agrees to hold the Agency harmless for all fines from federal,

state, or local agencies. Contractor shall be responsible for paying all fines and judgments levied by these agencies resulting from activities performed under this Agreement.

Contractor shall not subcontract any portion of the scope of work to be performed under this Agreement without written approval of the Agency.

Contractor shall not erect an asphalt batch plant or a concrete batch plant at the Landfill.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director ^{RLK}
Date: April 13, 2026
Subject: Request for Approval of Mineral Materials Contract with the Bureau of Land Management for the Sale of Crushed Basalt Rock (Aggregate) at the Caja del Rio Landfill, and Authorizing the SFSWMA Executive Director to Act as the Contract Representative and Signatory Authority for Installment Payments

SUMMARY

The Agency is requesting approval of a Mineral Materials Contract with the Bureau of Land Management (BLM) to sell crushed basalt rock (aggregates) at the Caja del Rio Landfill.

The Agency is also requesting approval to authorize the SFSWMA Executive Director to act as the contract representative and signatory authority for installment payments.

The contract is for a five-year term with a quantity of 300,000 tons (equivalent to 200,000 cubic yards) at a royalty rate payment of \$0.95 per ton to BLM. The total value of the contract is \$285,000. The Agency will receive a royalty of \$1.70 per ton from Del Hur for the sale of aggregates at the Landfill, of which \$0.95 per ton goes to BLM.

Per the attached Contract, the Agency must pay the first installment (royalties) of \$14,250 before BLM approves the contract. The first installment is 5% of the total purchase price of \$285,000. The first installment can be applied to royalties near the end of the contract.

BACKGROUND

Since September 25, 2006, Del Hur sold 1,251,013 tons of aggregates and paid the Agency \$1,876,520 in royalties.

As of March 2026, there are approximately 6,000 tons of unprocessed basalt rock and 25,000 tons of processed materials (aggregates). Del Hur sold an average of 33,946 tons annually for the past five years.

On May 4, 2006, the Board approved RFP' 06/17/P for an 8-year Construction Agreement with Del Hur Industries of Port Angeles, WA, for the development and operation of a commercial aggregate quarry and cell construction (Cells 4A, 5A, 6A and 4B). Del Hur agreed to pay the Agency \$1.50 per ton for aggregates produced and sold across the Landfill scales.

On February 17, 2011, the Board approved a mineral materials contract with BLM to excavate and sell basalt rock (aggregates) at the Landfill. The Board also authorized the SFSWMA Executive Director to act as the contract representative and signatory authority for installment payments (i.e., monthly royalty payments). The mineral materials contract addressed the Agency's immediate needs by allowing the Agency to enter into a short-term "categorical exclusion" contract with BLM

for the initial sale of up to 50,000 tons of basalt rock beginning September 1, 2010. It also allowed Del Hur to continue working at the Landfill until both parties executed a long-term mineral materials contract following completion of an environmental assessment. Numerous 50,000-ton additions were made to the contract.

The initial royalty rate was \$0.69 per ton. The rate increased to \$0.95 per ton in April 2013.

On May 15, 2014, the Board approved RFP No. '14/29/P for an 8-year Construction Agreement with Del Hur to continue basalt rock crushing and sales operation and to construct Cells 5B and 6B. The contract included revenue sharing by Del Hur at \$1.50 per ton.

In October 2015, the Agency received BLM's final decision on the environmental assessment (EA) for the Landfill Material Crushing and Sale Project. The assessment allowed BLM to reappraise the basalt rock. On June 7, 2016, BLM reduced the royalty rate to \$0.75 per ton.

On October 20, 2016, the Board approved a five-year mineral materials contract with BLM for 450,000 tons (equivalent to 300,000 cubic yards) at a royalty rate of \$0.75 per ton. The total value of the contract was \$337,500. The Board also authorized the SFSWMA Executive Director to act as the contract representative and signatory authority for installment payments. A total of 395,319 tons of aggregates were sold under the contract. The contract expired on October 26, 2021.

On February 18, 2021, the Board approved a five-year mineral materials contract with BLM for 450,000 tons (equivalent to 300,000 cubic yards) at a royalty rate of \$0.75 per ton. The total value of the contract was \$337,500. The Board also authorized the SFSWMA Executive Director to act as the contract representative and signatory authority for installment payments. A total of 164,746 tons of aggregates were sold under the contract. The contract expired on April 8, 2026.

On May 19, 2022, the Board approved RFP No. '22/25/P for a 10-year Construction Agreement with Del Hur to continue basalt rock crushing and sales operation and to permit blasting and excavation at a future disposal area, subject to Board approval via a contract amendment. The contract included revenue sharing by Del Hur at \$1.50 per ton.

ACTION REQUESTED

The Agency requests Board to approve the mineral materials contract with BLM for the sale of aggregates at the Landfill.

The Agency requests Board to authorize the SFSWMA Executive Director to act as the contract representative and signatory authority for installment payments.

The Agency also requests approval of a budget increase from 810.100700 (Operating Cash Fund Cash) to 8100851.510600 (Reimbursement Share of Sales) in the amount of \$20,000.

Attachments:

- 1) Budget Adjustment Request
- 2) Contract for the Sale of Mineral Materials with BLM

ATTACHMENT 1
Budget Adjustment Request

ATTACHMENT 2

Contract for the Sale of Mineral Materials with BLM

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

Office
Farmington District Office

Contract Serial Number
NMNM105913754

CONTRACT FOR THE SALE OF MINERAL MATERIALS

The UNITED STATES OF AMERICA acting through the Bureau of Land Management (BLM), and **Santa Fe Solid Waste Management Agency** you, the purchaser, make this AGREEMENT, under the authority of the Act of July 31, 1947 (61 Stat. 681), as amended at 30 U.S.C. 601 through 604, and the regulations at 43 CFR Group 3600.

We agree:

Sec 1. *Contract area* – Under the terms and conditions of this contract, the United States sells to you and you buy the mineral materials listed in Section 2 and contained in the following lands as shown on the map and mining plan attached to this contract:

COUNTY	STATE	TOWNSHIP	RANGE	SECTION	ALIQUOT PARTS	MERIDIAN	ACREAGE
Santa Fe	NM	17 N	8 E	21	SESE, Lots 2 & 3	23	56.00
Santa Fe	NM	17 N	8 E	28	E 1/2 NW 1/4, NE 1/4		

Pit Name (if any):

BLM will check this box if this contract is in a Community Pit. Community Pit Serial Number:

Sec. 2. *Amount and price of materials* – The United States determines the total purchase price by multiplying the total quantity of mineral material designated by the unit price given below, or as changed through reappraisal.

KIND OF MATERIAL <i>You may list only one material commodity per contract</i>	QUANTITY <i>(Unit of Measure must be specified in next column)</i>	UNIT OF MEASURE <input type="checkbox"/> Cubic Yards OR <input checked="" type="checkbox"/> Tons <i>(Choose only 1)</i>	PRICE PER UNIT	TOTAL PRICE
Stone, Crushed & broken	300,000.00	Tons	\$0.95	\$285,000.00
Reclamation Fee, if in a Community Pit:	300,000.00			\$0.00
TOTAL PURCHASE PRICE				
PERFORMANCE BOND				

BLM's determination of the amount of materials that you have taken under the contract is binding on you. You may appeal this determination as provided in Section 19.

You are liable for the total purchase price, even if the quantity of materials you ultimately extract is less than the amount shown above. You may not mine more than the quantity of materials shown in the contract.

If you pay in full in advance, BLM will check this box, and Subsections 3(a) through 3(c) do not apply to your contract.
You must pay in full for all sales of \$2,000 or less.

Sec. 3. *Payments, title, and reappraisals* – You may not extract the materials until you have paid in advance for them in full \$ _____, or paid the first installment of \$ _____ \$14,250.00 .

(a) If you pay in installments, you must pay the first installment before BLM approves the contract.

(b) Once you start removing material, you must pay each subsequent installment payment monthly in an amount equal to the value of materials removed in the previous month. Payment must be made by the 15th day following the end of the month for which you are reporting. You must pay the total purchase price not later than 60 days before the contract expires.

(Continued on page 2)

(c) The United States will retain the first installment as security for your full and faithful performance and will apply it to the last installment required to make the total payment equal to the total price given in Section 2.

If you are late making an installment payment, you must not remove any more material until you have paid. Removing material you have not paid for is trespass, and for trespass you must pay at triple the appraised unit price, or at triple the reappraised unit price if BLM has made a reappraisal. To resume removal operations after you were late making payments, you must obtain BLM's written approval.

(d) You must annually produce an amount sufficient to pay to the United States a sum of money equal to the first installment identified in this section. In lieu of such production, you may make an annual payment in the amount of the first installment. If in any contract year you make production payments that are less than the first installment, you must pay the difference between the production payments and the amount of the first installment. These annual payments are due on or before each anniversary date of the contract.

(e) You receive title to the mineral materials only after you have paid for them and extracted them.

Sec. 4. Bonds - (a) You must furnish BLM with a performance bond in the amount of \$ _____ \$0.00 as a condition of issuing this contract.

(b) If you do not perform all terms of the contract, BLM will deduct an amount equal to the damages from the face amount of the bond. If the damages exceed the amount of the bond, you are liable for the excess. BLM will cancel the bond or return the cash or U.S. bonds you supplied when you have completed performance under this contract.

(c) BLM will require a new bond when it finds any bond you furnish under this contract to be unsatisfactory.

Sec. 5. Risk of loss - You assume complete risk of loss for all materials to which you have title. If material covered by this contract is damaged or destroyed before title passes, you are liable for all loss suffered if you or your agents are directly or indirectly responsible for the damages. If you are not responsible for the damage or destruction, you are liable only to the extent that the loss was caused by your failure to remove the material under the terms of this contract. You are still liable for breach of contract or any wrongful or negligent act.

Sec. 6. Liability for damage to materials not sold to you - You are liable for loss or damage to materials not sold to you if you or your agents are directly or indirectly responsible for the damage or loss. You are also liable if you fail to perform under the contract according to BLM's instructions and the United States incurs costs resulting from your breach of any contract term or your failure to use proper conservation practices. If the damage resulted from willful or gross negligence, you are liable for triple the appraised value of the damaged or destroyed materials. If the damage or destruction did not result from willful or gross negligence, you are liable for lesser charges, but not less than the appraised value of the materials.

Sec. 7. Stipulations and reserved terms - Your rights are subject to the regulations at 43 CFR Group 3600 now or hereafter in force and to any stipulations and the mining plan attached to this contract.

BLM will check this box if there are stipulations attached to this contract.

Sec. 8. Notice of operations - You must notify BLM immediately when you begin and end operations under this contract. If BLM has specified a time frame for notification, you must comply with that time frame.

Sec. 9. Assignments - You may not assign this contract without BLM's written approval.

Sec. 10. Modification of the Approved Mining or Reclamation Plan - You or BLM may initiate modification of these plans to adjust for changed conditions, or to correct any oversight. The conditions for BLM requiring you to modify these plans, or approving your request for modification are found in the regulations at 43 CFR 3601.44.

Sec. 11. Expiration of contract - This contract will expire _____ 5 _____ years, _____ months, _____ days from its approval date, unless BLM extends the term or renews the contract.

Sec. 12. Extensions of time - BLM may grant you an extension of time in which to comply with contract provisions under the regulations at 43 CFR 3602.27. For contracts with terms over 90 days, you must apply in writing no less than 30 or more than 90 days before your contract expires. For contracts with terms of 90 days or less you must apply no later than 15 days before your contract expires.

BLM will check this box if this contract is a renewable competitive contract.

Sec. 13. Renewal of renewable competitive contract - BLM will renew your renewable competitive contract if you apply in writing no less than 90 days before your contract expires and you meet the conditions in the regulations at 43 CFR 3602.47.

Sec. 14. Time for removing personal property - You have _____ N/A _____ days (not to exceed 90) from the date this contract expires to remove your equipment, improvements, and other personal property from United States lands or rights-of-way. You may leave in place improvements such as roads, culverts, and bridges if BLM consents. Any property remaining after this period ends, including extracted materials, becomes the property of the United States. You will remain liable for any costs of removing and disposing of the property and restoring the site.

Sec. 15. Violations and cancellations - (a) If you violate any terms or provisions of this contract, BLM may cancel your contract following the regulations at 43 CFR 3601.60 et seq., and recover all damages suffered by the United States, including applying any advance payments you made under this contract toward the payment of the damages.

(b) If you extract any mineral materials sold under this contract during a suspension period, or after the contract has expired or been canceled, you have committed, and may be charged with, willful trespass.

Sec. 16. Responsibility for damages suffered or costs incurred by the United States - If you, your contractors, subcontractors or employees breach this contract or commit any wrongful or negligent act, you are liable for any resulting damages suffered or costs incurred by the United States. You must pay the United States within 30 days after receiving a written demand from BLM.

Sec. 17. Equal opportunity clause - The actions you take in hiring must comply with the provisions of Executive Order No. 11246 of Sept. 24, 1965, as amended, which describe the non-discrimination clauses. You may get a copy of this order from BLM.

Sec. 18. *Effective date* - This contract becomes effective as indicated below.

If this contract becomes effective on the date BLM signs the contract, BLM will check this box.

If this contract becomes effective only after certain conditions are met, BLM will check this box, list the conditions below, and indicate the effective date.

Contract effective upon contract being signed by all parties, as well as after BLM-FFO receives 5% down payment, \$14,250.

Sec. 19. *Appeal* - You may appeal any decision that BLM makes in regard to this contract under Parts 4 and 1840 of Title 43 of the Code of Federal Regulations.

The following parties have executed this contract as of:

PURCHASER	THE UNITED STATES OF AMERICA
Santa Fe Solid Waste Management Agency	
_____ (Individual or Firm Name)	By _____ David Mankiewicz (Print Name of BLM Official)
149 Wildlife Way, Santa Fe, NM 87506	_____ (Signature of BLM Official)
_____ (Address)	Assistant Field Manager, Minerals
(505) 424-1850	_____ (Title)
_____ (Phone Number – include area code)	_____ (Date)
_____ (Signature)	
_____ (Signature)	

If you are a corporation, affix corporate seal here:

Title 18 U.S.C. 1001, makes it a crime for any person knowingly or willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction, subject to a fine of up to \$10,000 and imprisonment up to 5 years.

NOTICES

The Privacy Act of 1974 and the regulation in 43 CFR 2.48(d) provide that you be furnished the following information in connection with information required by this application.

AUTHORITY: 30 U.S.C. 601 et seq.; 43 CFR Group 3600

PRINCIPAL PURPOSE: BLM uses this information to identify the parties entering into contracts for disposing of mineral materials.

ROUTINE USES: BLM will transfer information from the record or the record itself to appropriate Federal, State, local, or foreign agencies, when relevant to criminal, civil, or regulatory investigations or prosecutions.

EFFECT OF NOT PROVIDING INFORMATION: If you do not provide this information to BLM, we will not be able to process your application for a contract.

The Paperwork Reduction Act requires us to inform you that:

The BLM is collecting this information to process your application and effect a binding contract.

The BLM will use this information to identify and communicate with applicants.

You must respond to this request to get a benefit.

You do not have to respond to this or any other Federal agency-sponsored information collection unless it displays a valid OMB control number.

BURDEN HOURS STATEMENT: Public reporting burden for this form is estimated to average about 1 hour per response, including the time for reviewing instructions, gathering and maintaining data, and completing and reviewing the form. You may submit comments regarding the burden estimate or any other aspect of this form to: U.S. Department of the Interior, Bureau of Land Management (1004-0103), Bureau Information Collection Clearance Officer (WO-630), 1849 C Street, N.W., Room 2134LM, Washington, D.C. 20240.