

AGENDA
REGULAR MEETING
SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD

CITY CLERK'S OFFICE
DATE 6-14-12 TIME 3:51pm
SERVED BY Randall Kipp
RECEIVED BY [Signature]

JUNE 21, 2012
12:00 P.M.
LEGAL CONFERENCE ROOM
SANTA FE COUNTY COURTHOUSE
102 GRANT AVENUE
SANTA FE, NM

- I. Call to Order**
- II. Roll Call**
- III. Approval of Agenda**
- IV. Approval of Minutes for Special Meeting - May 24, 2012**
- V. Matters from the Public**
- VI. Matters from the Executive Director**
 - (A) Request for Approval of Change Order No. 5 to Bid No. '11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$8,409.53.
 - (1) Approval of Budget Increase from 5500.100700 (Cash) to 52504.570400 (Buildings and Structures) in the Amount of \$8,409.53.
 - (B) Request for Approval to Award Bid No. '12/22/B to the Lowest Responsible Bidder, U.S. Security Associates, Inc. of Albuquerque, NM, for Security Services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$71,597.45.
 - (C) Discussion with Possible Action to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.
 - (D) Discussion with Possible Action on Vacant Memberships of the Solid Waste Advisory Committee.
 - (E) Discussion with Possible Action to Continue Funding Catalog Choice, a Website for Santa Fe Residents to Manage Unwanted Junk Mail, Catalogs, and Phone Books.
 - (F) Update on Fire Wise 2012.
- VII. Matters from the Board**
- VIII. Next Meeting Date**
- IX. Adjournment**

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

SUMMARY INDEX
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
June 21, 2012

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER & ROLL CALL	Quorum	1
APPROVAL OF THE AGENDA	Approved	1
APPROVAL OF THE MINUTES – REGULAR MEETING OF APRIL 19, 2012	Approved	2
MATTERS FROM THE PUBLIC	Information/discussion	2-4
<u>MATTERS FROM THE EXECUTIVE DIRECTOR</u>		
REQUEST FOR APPROVAL OF CHANGE ORDER NO. 5 TO BID NO. 11/40/B, WITH ESA CONSTRUCTION OF ALBUQUERQUE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$8,409.53	Approved	4-5
APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.570400 (BUILDINGS AND STRUCTURES) IN THE AMOUNT OF \$8,409.53	Approved	4-5
REQUEST FOR APPROVAL TO AWARD BID NO. 12/22/B TO THE LOWEST RESPONSIBLE BIDDER, U.S. SECURITY ASSOCIATES, INC., OF ALBUQUERQUE, NM, FOR SECURITY SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$71,597.45	Approved	5-7
DISCUSSION WITH POSSIBLE ACTION TO AMEND THE BY-LAWS AND OPERATING PROCEDURES FOR THE SOLID WASTE ADVISORY COMMITTEE	Approved	8
DISCUSSION WITH POSSIBLE ACTION ON VACANT MEMBERSHIPS OF THE SOLID WASTE ADVISORY COMMITTEE	Member Appointments approved	9-10

ITEM**ACTION****PAGE**

DISCUSSION WITH POSSIBLE ACTION TO
CONTINUE FUNDING CATALOG CHOICE, A
WEBSITE FOR SANTA FE RESIDENTS TO
MANAGE UNWANTED JUNK MAIL, CATALOGS
AND PHONE BOOKS

Motion to opt out

10-12

UPDATE ON FIRE WISE 2012

Information/discussion

12-13

MATTERS FROM THE BOARD

Information/discussion

13-14

NEXT MEETING DATE

July 19, 2012

14

ADJOURNMENT

14

**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
June 21, 2012**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Commissioner Virginia Vigil, Chair, on Thursday, June 21, 2012, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

Councilor Bill Dimas
Commissioner Kathy Holian
Councilor Peter N. Ives
Commissioner Daniel Mayfield
Councilor Christopher M. Rivera
Commissioner Virginia Vigil

STAFF PRESENT:

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

There was a quorum of the membership in attendance..

III. APPROVAL OF THE AGENDA

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

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

IV. APPROVAL OF THE MINUTES FOR SPECIAL MEETING – MAY 24, 2012

MOTION: Commissioner Holian moved, seconded by Councilor Dimas, to approve the minutes of the regular meeting of May 24, 2012, as presented.

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

V. MATTERS FROM THE PUBLIC

A letter dated June 20, 2012, with attachments, to Randall Kippenbrock Executive Director, SWMA, from Janet Estep, President, Albuquerque Recycling, Inc., entered for the record by Janet Estep, is incorporated herewith to these minutes as Exhibit "1."

Janet Estep, President of Albuquerque Recycling, Inc., introduced Greg Mullen, Vice-President and Facility Manager.

Ms. Estep said she is here to inform the Board about their company, the services provided and the benefits of working with her company. She said Albuquerque Recycling is an electronic recycling company, located in northeast Albuquerque, noting they started the operation 2008 with two people in a 700 sq. ft. warehouse space. She said through diligence and hard work they now employ 17 people and have grown their facility to 15,000 sq. ft.

Ms. Estep said Albuquerque Recycling is a growing business, but they "accomplish important things here in New Mexico. She said the company's growth has been nothing short of phenomenal. She said YTD they are on track to divert over 1,000 tons of scrap from entering New Mexico landfills. She said the services provided are collecting, transporting, sorting and recycling electronics. Additionally, they perform hard-drive data destruction on all hard drives at no cost to the public.

Ms. Estep said Albuquerque Recycling ensures that recycling is performed in an environmentally safe manner, using best practices by ewaste industry standards and the EPA. She said they will soon achieve ISO 1401 and R2 certification. She said they follow the hierarchy of reuse, recover and recycle. She said by so doing they have made a positive difference by diverting hundreds of tons of electronic and potentially hazardous materials from entering New Mexico landfills. They already have made significant contributions to Santa Fe. In 2009, they partnered with Gilda Montano of Keep Santa Fe Beautiful to do ewaste recycling events.

Ms. Estep said over 72 tons of ewaste was collected benefitting Santa Fe and the Caja del Rio Landfill. She said because of the combined effort, thousands of televisions didn't enter the landfill, and were recycled in an environmentally safe manner. Last year, the City of Albuquerque awarded a contract for ewaste collection and recycling to her company. It is a two-year contract with an option to renew for a third year. She said the RFP process was lengthy and time consuming for all involved. She said their company was rated by a knowledgeable panel, established by Mayor Berry, along with their two competitors including the out-of-state vendor currently saving the Santa Fe BuRRT. She said the panel

rated each company on a point system, line item by line item. In fact, Mr. Kippenbrock was one of the evaluators on the panel. She said it was through that process, her company was awarded the contract.

Ms. Estep said they are not paid by the City of Albuquerque for their services. The contract simply stipulates that we collect and recycle the City ewaste. It was through the recycling process that they receive compensation on the back end through the commodities market. She said Mr. Kippenbrock has informed her that the Santa Fe Solid Waste Manager Agency is considering the release of a new RFP for this service.

Ms. Estep said, "I am respectfully requesting a reconsideration for the following reasons. Just 8 months ago, the City of Albuquerque concluded a lengthy and detailed bidding process for this service. According to New Mexico Statutes, Chapter 13, Article 13-1-129, Procurement Under Existing Contracts, states that 'A contract for services may be obtained without the use of competitive sealed proposals as long as the price is equal to or less than the contractor's current contract price, providing that the contractor has indicated, in writing, a willingness to extend such pricing terms and conditions.' I have packets that I will be handing out to all of you. In the packet you will find a letter signed by me, stating that our company will extend the very same terms of our contract with the City of Albuquerque to SWMA for collecting and recycling of all ewaste from the BuRRT."

Ms. Estep continued, "This will save valuable time and resources to the City and the County, as it is unnecessary to duplicate an RFP for procurement of a free service that can be obtained simply and efficiently under an existing contract. There are other benefits. By partnering with Albuquerque Recycling, Santa Fe County and City would be supporting a New Mexico Company, supporting New Mexican jobs and thus contributing to our State economy while reducing the carbon footprint to allow transporting to a company only 50 miles away."

Ms. Estep thanked SWMA and asked for its thoughtful consideration of this matter, and said they look forward to hearing the outcome of their request and to providing the level of excellent service they provide to the City Albuquerque and all of their clients.

Chair Vigil said this is under Matters from the Public and is informational, so this Board can take no action. She said with regard to Ms. Estep's request, it would have to be a specific item on the agenda. She said she would defer to our Executive Director as to whether or not the RFP is going to come forward at a particular time, or not, and we will also need Legal Counsel's advice with regard to Chapter 13 which she references.

Ms. Estep said a copy is in the packet.

Commissioner Holian asked how the ewaste would be transported.

Mr. Mullen said they own their own trucks and the material will be transported on their own trucks.

Commissioner Holian asked if there would be a cost for that and Mr. Mullen said no.

Councilor Ives thanked Ms. Estep for letting us know of your existence. He said the Chair has correctly stated the procedural circumstance we are in. He said Ms. Estep indicated 72 tons of ewaste was diverted from Caja del Rio over the past year. He said there are precious metals, elements and he presumes they filter that out and make their money selling to selling to a secondary market. He asked about hard things, such as computer boxes, the plastics, and asked if everything is recycled and do things end up going into New Mexico landfills.

Mr. Mr. Mullen said nothing goes into New Mexico landfills except the dirt they sweep off their floor. He said every part of a computer once it is taken apart and sort into commodity value, has actual value even the plastic once they run it through their baling machine which condenses into a block suitable for shipping. He said this kind of plastic is derived from oil and there are commodities where it will be processed into a product which eventually turn into something like a CD case or a flower pot or something like that.

Ms. Estep said, "Will the record show that I did ask for agenda time at the last meeting, and for some reason it was not reflected on the agenda and it was granted by Commissioner Holian."

Chair Vigil thanked Ms. Estep and Mr. Mullen for the presentation.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

- (A) REQUEST FOR APPROVAL OF CHANGE ORDER NO. 5 TO BID NO. 11/40/B, WITH ESA CONSTRUCTION OF ALBUQUERQUE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$8,409.53**
 - 1) APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.570400 (BUILDINGS AND STRUCTURES) IN THE AMOUNT OF \$8,409.53.**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of June 17, 2012, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "2." Please see Exhibit "2" for specifics of this presentation.

Councilor Ives said he appreciates the background information in the packet which was well developed and gives him a good understanding of the agreement. He asked the reason the testing wasn't part of the contract from the get go, and asked if there were special circumstances and why we're adding it at this time.

Mr. Kippenbrock said normally 3rd party testing is paid by the owner, but it wasn't in the engineering contract at the time, and when we did the Notice to Proceed we realized that the testing costs were not involved, and the reason we asked the contractor to take on that responsibility for us.

MOTION: Councilor Rivera moved, seconded by Councilor Dimas, to approve Change Order No. 5 to Bid No. 11/40/B, with ESA Construction of Albuquerque, New Mexico, for the construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the amount of \$8,409.53, and the budget increase from 5500.100700 (Cash) to 52504.570400 (Building and Structures) in the amount of \$8,409.53, as presented by staff in Item VI(A) and Item VI(A)(1).

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

(B) REQUEST FOR APPROVAL TO AWARD BID NO. 12/22/B TO THE LOWEST RESPONSIBLE BIDDER, U.S. SECURITY ASSOCIATES, INC., OF ALBUQUERQUE, NM, FOR SECURITY SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$71,597.45

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

Councilor Ives noted on page 79, O provides, "The contractor will not allow any person who has been convicted of a felony or crime of moral turpitude to perform work for the Agency." He said on page 55, Item P of the contract provides, "P. Contractor shall inform the Agency prior to allowing an employee who has been convicted of a felony or crime of moral turpitude to perform work for the Agency." He asked the reason for the change or if there is anything of concern or an issue in any way.

Mr. Kippenbrock asked Justin Miller to answer this question.

Justin Miller, Agency Attorney, said the reason for adjustment is that there is a State statute called the Criminal Offender Employment Act, which allows public entities to take into consideration convictions of crime, but it doesn't allow them to be an absolute bar to employment. He said they figured it would be better to have contract language which would allow SWMA to consider convictions and criminal past, but to absolutely rule someone out probably would be improper.

Councilor Ives noted between those two pages 79 and 55, there are a host of other requirements for persons performing for the Agency. He asked if SWMA gathers this information, or if we rely on the fact that the contractor is doing it, or do we have an auditor looking at these things to be sure they have their certifications.

Mr. Kippenbrock said we are taking their word on that. He said this is the same contract we have used for the prior two contractors.

Councilor Ives said various security service contracts were discussed at the City Council meeting last week, which has gotten a little more scrutiny at the City of late. He is curious to see the parameters in an extended area to better inform that process.

MOTION: Commissioner Holian moved, seconded by Councilor Ives, to approve the Request for Approval to award Bid No. 12/12/B to the lowest responsible bidder, U.S. Security Associates, Inc., of Albuquerque, New Mexico, for security services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$71,597.45, as presented by staff in Item VI(B).

DISCUSSION: Councilor Rivera asked who provides security for SWMA currently.

Mr. Kippenbrock said it is ASI of New Mexico here in Santa Fe, noting this was the 4th year of the contract and June 30, 2012, will be the end of the four-year contract. He said ASI had the contract for the prior four years as well.

Councilor Rivera noted Mr. Kippenbrock said he is confident the company can provide the services.

Mr. Kippenbrock said this is correct. He said he sat with them to make sure they can comply, meet all of the requirements, and they also reviewed the contract and they are comfortable with that. He said they made no changes after he and Mr. Miller took a further look at it to make sure it is going to be workable.

Mr. Kippenbrock said U.S. Security Associates has an interesting background check. He said they questioned the \$14.39 per hour, noting there was only about \$2 on the table. He said he personally feels this would be a loss for them. He said they are charging more to the State of New Mexico than for this contract, and he doesn't know how the living wage will be applicable to the State of New Mexico. He said he told them if they do the contract for 4 years, it will continue at the \$14.39 per hour, subject to any increases in the living wage or the GRT rates.

Councilor Dimas asked what kinds of incidents occurred.

Mr. Kippenbrock said the most important was having a security guard at each location, and other incidents would be responding to the fire alarm system at BuRRT, reporting something being left on at the facility. He said Caja del Rio has several million in equipment, and has experienced vandalism in the past, and one of the reasons they started using full time security at Caja del Rio. He said they cover the BuRRT facility at closing for 1½ hour until all the customers and employees are gone, and then they make 3 random patrols out at that facility to be sure everything is secure and in place.

Mr. Kippenbrock said it's not the same as at the Chavez Community Center where they have more incidents than they do, and it is something that can't go away, but we can look at that.

Councilor Dimas asked if the Sheriff's Office covers any of this.

Mr. Kippenbrock said no, because it is about 1-1/4 miles between the first and second gates, and it isn't easy to go inside and check everything out. He said the BuRRT is on City property with two external gates, noting both properties are rather larger.

Councilor Ives said the front sheet list U.S. Security Associates at \$57,617.56 for 77 hours a week at Caja del Rio. On the next page, the grand total is \$71,597.72, but we didn't have the totals for the other 3

bidders assuming they were bidding on the same items. He assumes those were well above the final bid of \$71,597.72 in considering the additional factors.

Mr. Kippenbrock said the bid is based on 77 hours so everyone is on an equal playing field, and when he received the bid he realized the hours for BuRRT alone were not included, nor the contingency in the event there is a requirement for an additional 15 minutes. He said the GRT was not mentioned at all. He said the other bids would be much higher in including those items.

Councilor Ives asked Mr. Miller if there is a problem in that the contract was awarded on items which weren't necessarily bid on in terms of BuRRT, GRTs and such.

Mr. Miller said he believes the other bidders did provide the hourly figure which would consider BuRRT hours as well.

Mr. Kippenbrock said this is correct, but the bid sheet itself references only the 77 hours which everyone bid on.

Commissioner Mayfield asked if all of our equipment is insured at the transfer station.

Mr. Kippenbrock said yes, the City of Santa Fe is the fiscal agent, and like any governmental entity there is a high deductible – automobiles are \$25,000 and \$75,000 for property – different levels from \$25,000 to \$100,00 deductible.

Commissioner Mayfield asked if we get a premium break for on-site security.

Mr. Kippenbrock said we are in the process of insurance renewal and he can asked if that is considered.

Commissioner Mayfield said then Mr. Kippenbrock thinks the deductible is in line at \$25,000.

Mr. Kippenbrock said he spoke with Barb Boltrek, City Risk Management, about the deductibles.

Commissioner Mayfield asked if the security goes into the facility after hours, or are they just checking at the gate.

Mr. Kippenbrock said they go into the facility and they are required to check all the doors at BuRRT.

Commissioner Mayfield asked Mr. Kippenbrock to let him know if we do receive a premium break from the insurance company due to our private security and Mr. Kippenbrock said he will do so.

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

(C) DISCUSSION WITH POSSIBLE ACTION TO AMEND THE BY-LAWS AND OPERATING PROCEDURES FOR THE SOLID WASTE ADVISORY COMMITTEE.

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

Councilor Ives asked how the SWAC interacts with this Committee, asking if it makes decisions.

Mr. Kippenbrock said it was started in 2009, and gave a brief history and overview of the SWAC. He said it meets quarterly noting it just had its 7th meeting, to get input from the membership. It is a recommending only/advisory body and has no powers to make any decisions. He said the next meeting will be in July or August.

Commissioner Mayfield asked if there has been a time when SWAC didn't meet for lack of a quorum.

Mr. Kippenbrock said no, reiterating they like to meet quarterly.

Commissioner Mayfield said he is concerned that there is adequate representation on the SWAC, and Mr. Kippenbrock said the bylaws allow people to be reappointed.

Councilor Dimas asked Mr. Kippenbrock if he wants action on this item, or if it is more of a discussion item.

Chair Vigil said this is a request for action to approve the amended Bylaws.

MOTION: Councilor Dimas moved, seconded by Councilor Ives, to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.

DISCUSSION: Commissioner Mayfield asked if there a provision to remove members who do not attend the meetings.

Mr. Kippenbrock said yes. He reiterated that attendance is not an issue and people have been attending the meetings of SWAC, and there is no issue with quorums.

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

(D) DISCUSSION WITH POSSIBLE ACTION ON VACANT MEMBERSHIPS OF THE SOLID WASTE ADVISORY COMMITTEE.

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated , 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

Lisa Merrill introduced Joe Eigner who is the Co-Chair of the Sustainable Eldorado Residents Alliance [SERA], who is very interested in recycling and solid waste in general. He is not on the SWAC Board, but Karen Sweeney is applying for the vacant SWAC position to represent the Eldorado community. She said both Mr. Eigner and Ms. Sweeney worked on the sort line at BuRRT for two hours.

Mr. Eigner thanked Mike Smith for letting them work briefly at BuRRT. He said he was dismayed with the quality of materials coming through for recycling. He said there are lots of materials which should be going to BuRRT but doesn't get there. He said they are working to get more people to compost in Eldorado. He said there are tremendous amounts of cardboard which should be going to BuRRT, and they are working on that. He said he and Ms. Sweeney were very impressed with the cleanliness at BuRRT.

Ms. Merrill said Eldorado makes up about 50% of the County's recycling. She said Karen Sweeney wrote a great opinion piece in *The Santa Fe New Mexican*, and sent it to her for review. Ms. Merrill said she got a lot of emails as a result of it.

MOTION: Commissioner Holian moved, seconded by Councilor Ives, to appoint Karen Sweeney to fill the vacant position for County at Large Resident on the Solid Waste Advisory Committee.

Commissioner Mayfield said he would like to make a secondary motion.

Chair Vigil asked if he is wanting to vote on both people for the position and Commissioner Mayfield said yes.

VOTE: Karen Sweeney was elected as the County-at-Large-Resident representative to SWAC on a voice vote, with Commissioner Holian, Commissioner Vigil, Councilor Ives and Councilor Dimas voting for Karen Sweeney and Councilor Rivera and Commissioner Mayfield voting for Andrew Leyba.

Commissioner Mayfield said he appreciates Ms. Sweeney's interest, but he also appreciates the work Mr. Leyba is trying to bring forth, commenting that Mr. Leyba has applied to be appointed to this board time and time again. He would like to find a way to get both people on the Board.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to appoint Kim Shanahan to the vacancy in the Business Group Sector, to serve as the representative from the Santa Fe Area Homebuilders Association on the Solid Waste Advisory Committee.

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

MOTION: Commissioner Holian moved, seconded by Councilor Ives, to appoint Louise Pape to serve as the representative of the Sustainable Santa Fe Commission on the Solid Waste Advisory Committee.

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

(E) DISCUSSION WITH POSSIBLE ACTION TO CONTINUE FUNDING CATALOG CHOICE, A WEBSITE FOR SANTA FE RESIDENTS TO MANAGE UNWANTED JUNK MAIL, CATALOGS AND PHONE BOOKS.

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated May 11, 2012, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation.

Ms. Merrill said for the past three months Santa Fe has held the #2 spot on the Mail Stop index, which is an index that looks at the number of opt outs per thousand households for Cities across the country. She said this is positive. She said the memo was written in early May and the accounts have increased to 890 accounts which isn't bad. She said of the 890 accounts, there were a little more than 10 op-outs per account, noting she signed up herself and signed up the Agency. She said they still get quite a few junk mail or catalogs which aren't in the Catalog Choice data base.

Chair Vigil said her constituents ask her what do with their phone books and she refers them to Ms. Merrill, and asked Ms. Merrill to briefly explain what to do.

Ms. Merrill said this is a private website people can access by going to the City's website and one of the initial reasons we paid for the pilot program is because it ties into Santa Fe with the URL and it makes it a Santa Fe webpage so people know the City and County of Santa Fe supports this. She explained how the service works, noting it takes 60-90 days to stop a catalog.

Commissioner Holian said she thought there were things which were local to Santa Fe that we could opt out of by having this program, which we couldn't if people were just going to the Catalog Choice website, such as phone books.

Ms. Merrill said she is unsure about this, and she would think if "they have it in their data base, then they have it in their data base."

Responding to Commissioner Mayfield, Ms. Merrill said she doesn't know how they quantify the time, but the amount of solid waste we've reduced through every account holder's opt out, which is 55,477 pounds.

Commissioner Mayfield asked what happens if someone signs up for the program and then opts out – do we do any verification to be sure those aren't still going to you home.

Ms. Merrill said she has gotten no phone calls, and Catalogue Choice doesn't check it either, but it does work, because she no longer gets those things. She said if the City decides not to continue with the program, even if the people stayed with the link, nothing would change.

Councilor Ives said he was concerned about the impact on current users of the City opting out of the program. He understands Ms. Merrill to be saying it would be simply a diversion from the Santa Fe specific site to the general catalog choice site, but presumably those accounts which have been established would continue.

Ms. Merrill said this is correct. She said anyone who has opted out of particular mail will still hold the opt out. She said new users would just register through the Catalog Choice website. Even if they went to the Santa Fe website, it would still take them to the Catalog Choice website and they would have to go through the whole process. She understands what we would miss by not renewing would be the ability to measure what Santa Fe has done and they have a couple of program outreaches which she hasn't used that much. She said they are starting new green teams.

Councilor Ives said he understood that the renewed agreement would have the same scope of work, except over time they would add the new programs they're doing.

Ms. Merrill said whether or not the City renews the contract, the service will still be free for users.

Councilor Ives asked if the information is used in terms of the reports showing savings in any publicity or marketing manner throughout the City and County.

Ms. Merrill said in October or November 2011, and again in February 2012, when the Green Line was being published in *The Santa Fe New Mexican*, we did an advertisement about how zip codes 87505 and 87507 were "neck and neck," or that one was beating the other. She said it did work because the next month, the one that was lower beat out the other one. She said it was about having fun and putting out press releases like that, and telling Santa Fe how many people opted out and how much weight they have saved. She said they aren't using for anything else.

Mr. Kippenbrock said when we originally looked at this, the Catalog Choice was a free website, and still is, but at that time it was limited to opting out on junk mail only. However, to get rid of the phone books, it called for the premium payment of \$10,000. He asked Ms. Merrill if the Board decides not to renew this contract, will people have to pay for premium service, or is there no longer a premium service on their website.

Ms. Merrill said, "No, I think credibly you can opt out of phone books as well, and I think the premium service is for residents or businesses which want to receive a large envelope, and then they can stick their junk mail in the envelope, send it back to Catalog Choice and Catalog Choice opts you out. That's the only premium service or paid service that I know of."

Mr. Kippenbrock said phone books are primarily Dex.

Ms. Merrill said she is pretty sure they have listings for all phone books. She said www.yellowpagesoptout.com works as well.

Chair Vigil said Ms. Merrill said she had an opinion, and asked what that opinion is.

Ms. Merrill said her opinion is that the \$10,000 could be used toward other educational outreach opportunities, especially now since we have developed a really solid year, almost 1,000 households and businesses in Santa Fe. She said these people can continue to use it, we still can advertise it for free and promote it, but we don't necessarily need the hosted Santa Fe webpage.

Chair Vigil asked if it is fair to say we're paying \$10,000 just to promote the hosting Santa Fe web page.

Ms. Merrill said yes, that and the community report.

MOTION: Commissioner Mayfield moved, seconded by Councilor Ives, to opt out of Catalog Choice, but continue to promote the recycling effort such as the yellow page service, so the people who have signed up will have the opportunity stay with the service.

DISCUSSION: Councilor Ives said it might be worth exploring potential links to Catalog Choice both on the City website and the County website.

Ms. Merrill said the City spent a lot of money on ads in the Green Line, especially when we first started, noting they have done radio ads for Catalog Choice which was part of the agreement. She said the City, County and SWMA websites and facebook pages have information and direct links to Catalog Choice and it will continue, and she will keep promoting it.

Commissioner Holian said she hopes the \$10,000 can be spent in some way to divert materials from the landfill, and requested that Ms. Merrill bring forward suggestions as to what we can do with these funds, and Ms. Merrill said she would do so.

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

(F) UPDATE ON FIRE WISE 2012

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated June 17, 2012, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation

Commissioner Mayfield suggested that we try to promote this activity twice a year, in the Spring and in the Fall.

Mr. Kippenbrock said we can do that as well in conjunction with the City Spring Cleanup and the Fall would be more like [inaudible] Day as opposed to Fire Wise Days in the Spring.

VII. MATTERS FROM THE BOARD

Councilor Rivera asked, with regard to Albuquerque Recycling, if there would have to be a provision in the contract with Albuquerque, or if we would have to have permission from the City of Albuquerque to jump on board another contract.

Mr. Miller said he doesn't know off hand, but he will be taking a look at it. He is unsure one public entity make use of a competitive process which another public entity already went through. He said he would be happy to look at it to see if we can do this.

Councilor Rivera noted Ms. Estep asked to be on the agenda for the next meeting.

Chair Vigil directed legal to work with Mr. Kippenbrock, with regard to the request and the legal parameters in the RFP process. She said we also need to consider whether an RFP process would produce any benefit.

Cindy Padilla said, with regard to the SWAC Committee and the Comprehensive Solid Waste Management Plan, the City Council talked about using the plan to develop a plan implementation, as well as looking at efficiencies in operations.

Ms. Padilla said on Tuesday, 6:00 p.m. to 8:00 p.m., at the Santa Fe Community Convention Center, they will be hosting a community meeting on recycling, to hear from our customers and to talk about what we're doing and services that are available, with an eye to increasing participation in recycling, noting they will be doing news releases and flyers. She said recycling bins will be available at this meeting. She invited this Board to attend.

Commissioner Holian said she can't attend because the County Commission will be meeting, and asked Ms. Padilla if she will be compiling a report on the results of the meeting.

Ms. Padilla said she can do a summary report of the numbers attending, and where people signed up to participate, and she will make that available to this Board.

Councilor Ives said Jan Brooks, District 2, has worked extensively with the New York Public Schools in managing its solid waste needs, commenting she might be a good person to talk to.

Mr. Eigner said he read about the meeting in *The New Mexican*, and got the impression that it was kind of a Fun Fair, and the serious purpose wasn't reflected. He said you might want to issue a follow up.

Ms. Padilla said she will look into this and see what needs to be done.

Commissioner Mayfield asked if it would be possible at the recycling fairs to give people, for example, a rain barrel made out of recycled materials.

Ms. Padilla said they can entertain these kinds of things, especially since they have the additional \$19,000 for education and outreach.

Chair Vigil asked staff to add an item to the agenda, MATTERS FROM STAFF, prior to MATTERS FROM THE BOARD.

VIII. NEXT MEETING DATE

The next meeting will be held on July 19, 2012.

Commissioner Holian said she may be gone on that day.

Chair Vigil asked staff to keep tabs on whether or not we will have a quorum on that day.

Ms. Merrill said she and Ms. Padilla and others attended the Recycling Coalition Conference, and there were a lot of people from across New Mexico, noting it was impressive to see what other cities are doing, noting New Mexico's recycling is up to 22% overall.

Mr. Eigner said they nominated an Eldorado school kid for the Youth Recycling Award of the Year, and he won the award, noting he is the originator of the Jaws Project, advocating multiple use stainless steel bottles.

X. ADJOURNMENT

There was no further business to come before the Board, and the meeting was adjourned at approximately 1:30 p.m..

APPROVED BY:

Virginia Vigil, Chair

ATTESTED TO:

Yolanda Y. Vigil, City Clerk

SUBMITTED BY:


Melessia Helberg, Committee Stenographer



3726 Hawkins St NE

Albuquerque, NM 87109

June 20, 2012

Santa Fe Solid Waste Management Agency
Attn: Randall Kippenbrock, Executive Director
Buckman Road Recycling and Transfer Station
Santa Fe, NM

Re: Contract ID 703064, City of Albuquerque

Mr. Kippenbrock:

Albuquerque Recycling, Inc. hereby extends the same services, terms and conditions currently provided to the City of Albuquerque under the contract referenced above to the Santa Fe Buckman Road Recycling and Transfer Station.

The scope of services specified in the agreement with the City of Albuquerque include the collection pick up and transportation to our Albuquerque facility and recycling of all electronics.

A summary report will be provided to BuRRT each 30-day period with a list of collection dates and weights of the material collected. Proof that data has been sanitized or destroyed from all memory storage devices will be provided and a final disposition of all materials to end users including quantities and date shipped will be provided.

We guarantee that we and our vendors will never ship any hazardous material and/or CRTs out of the country and will follow all federal, state and local laws and regulations.

The term shall extend to September 30, 2013 with an option to renew for a third year. All other terms and conditions shall remain the same.

Please notify me regarding acceptance of the terms and conditions of this contract within sixty days. Thank you for your consideration.

Sincerely,

Janet Estepp
President

City of Albuquerque
Purchasing Division - CONTRACT

Vendor ID 0000135925
ALBUQUERQUE RECYCLING INC
3726 HAWKINS NE

ALBUQUERQUE, NM 87109

Contract ID	00000000000000000000703064
Contract Dates	10/01/2011 to 09/30/2013
Contract Reference	RFP2010-019-GJ Last Date Updated
Contract Maximum	0.00 Origin SWD
Document Print Date:	Oct 24, 2011
Page 1 of 1	

E-WASTE COLLECTION

PER THE TERMS & CONDITIONS OF THE ATTACHED AGREEMENT.

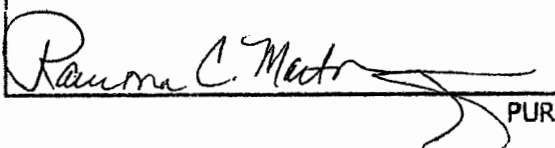
CONTRACT TERM: 10/01/2011 THRU 09/30/2013

TOTAL CONTRACT NOT TO EXCEED \$. N/A (IN KIND) WHICH AMOUNT INCLUDES
ANY APPLICABLE NMGR. TO BE PAID AT THE RATES STATED IN THE
ATTACHED AGREEMENT.

CCN#: 201200241 / E11-460

SHIP TO : SOLID WASTE MANAGEMENT DEPARTMENT
4600 EDITH BLVD NE
ALBUQUERQUE NM 87107
ATTN : TONY SCHUPP 761-8130

INVOICE TO : SOLID WASTE MANAGEMENT DEPARTMENT
4600 EDITH BLVD NE
ALBUQUERQUE NM 87107
ATTN : STEVE FALK 761-8121


PURCHASING OFFICE

Acceptance of this purchase order/contract indicates vendor acceptance of all terms and conditions printed on the front and back of this form. Valid only with official City of Albuquerque Purchasing Division signature. Call 505-768-3320 for any questions.

White - Vendor

Yellow - Dept. Copy

Pink - Purchasing

Gold - Accounting

ings were exceptions from the bid requirement allowed by the former Public Purchases Act, 1969 Op. Att'y Gen. No. 69-87.

Misuse remedy. — The remedy for any misuse of the emergency purchases provisions would appear to

be in the form of reporting the same in an audit report rather than in approving or disapproving the purchase itself. 1969 Op. Att'y Gen. No. 69-107.

13-1-129. Procurement under existing contracts.

A. Notwithstanding the requirements of Sections 13-1-102 through 13-1-118 NMSA 1978, the state purchasing agent or a central purchasing office may contract for services, construction or items of tangible personal property without the use of competitive sealed bids or competitive sealed proposals as follows:

(1) at a price equal to or less than the contractor's current federal supply contract price (GSA), providing the contractor has indicated in writing a willingness to extend such contractor pricing, terms and conditions to the state agency or local public body and the purchase order adequately identifies the contract relied upon; or

(2) with a business which has a current exclusive or nonexclusive price agreement with the state purchasing agent or a central purchasing office for the item, services or construction meeting the same standards and specifications as the items to be procured if the following conditions are met:

(a) the quantity purchased does not exceed the quantity which may be purchased under the applicable price agreement; and

(b) the purchase order adequately identifies the price agreement relied upon.

B. The central purchasing office shall retain for public inspection and for the use of auditors a copy of each federal supply contractor state purchasing agent price agreement relied upon to make purchases without seeking competitive bids or proposals.

History: Laws 1984, ch. 65, § 102; 1991, ch. 254, § 1.

The 1991 amendment, effective June 14, 1991, in Subsection A, substituted "Sections 13-1-102 through 13-1-118 NMSA 1978" for "Sections 75 through 91 of the Procurement Code" in the introductory paragraph, rewrote Paragraph (1) which read "at a price equal to or less than the federal supply contract price or catalogue price, whichever is lower and the purchase order adequately identifies the contract re-

lied upon", substituted "exclusive or nonexclusive" for "contract or" in the introductory paragraph in Paragraph (2) and substituted "price agreement" for "contract" in Subparagraphs (a) and (b) in Paragraph (2); inserted "federal supply contractor", deleted "contract or current" preceding "price agreement", and added "or proposals" at the end of Subsection B; and deleted the former second and third sentences in Subsection B relating to obtaining copies of price agreements or contracts and the fees therefor.

13-1-130. Purchases; antipoverty program business.

A. Without regard to the bid requirements of Section 75 [13-1-102 NMSA 1978] of the Procurement Code, a central purchasing office may negotiate a contract for materials grown, processed or manufactured in this state by small businesses, cooperatives, community self-determination corporations or other such enterprises designed and operated to alleviate poverty conditions and aided by state or federal antipoverty programs or through private philanthropy.

B. Prior to negotiating a contract under this section, a central purchasing office shall make a determination of the reasonableness of the price and the quality of the materials and that the public interest will best be served by the procurement.

History: Laws 1984, ch. 54, § 103.

13-1-131. Rejection or cancellation of bids or requests for proposals; negotiations.

An invitation for bids, a request for proposals or any other solicitation may be canceled or any or all bids or proposals may be rejected in whole or in part when it is in the best interest of the state agency or a local public body. A determination containing the reasons for

Facts and Figures

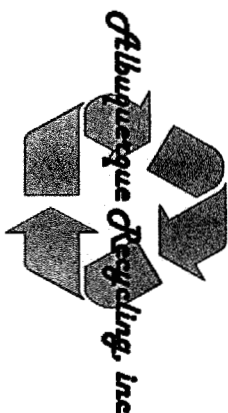
In 2006, we generated 3.16 million lbs. of e-waste in the U.S. Of this amount, only 430,000 lbs. or 13.6% was recycled, according to the EPA. The rest was washed in landfills or incinerators. (The total generated increased from 3.01 million lbs. of e-waste generated in 2007, but the recovery rate stayed at 13.6%.

End-of-Life Asset Management

Providing a safe, environmentally approved recycling facility, Albuquerque Recycling, Inc. is ideal for companies concerned about end-of-life asset management of IT equipment. Systems and procedures are in place to properly recycle computer hardware and special steps are implemented in the areas of security, legal compliance and accountability.



We accept all kinds of devices.



Do Your Part

Protecting our precious environment is the responsibility of everyone. Be a good steward and do your part to recycle your electronics by bringing them to Albuquerque Recycling, Inc.

Albuquerque Recycling Inc.

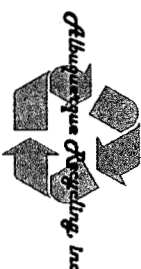
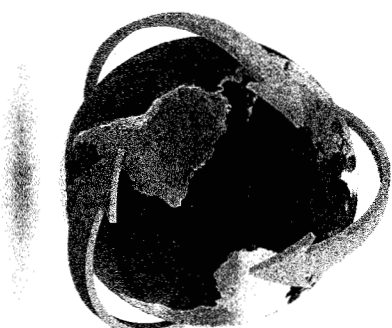
3726 Hawkins St NE
Albuquerque, NM 87109
www.albuquerquerecycling.net

Phone: 505-990-3732
admin@albuquerquerecycling.net



THE EASY WAY TO
SAFELY RETIRE
OBSOLETE ELECTRONIC
EQUIPMENT

Electronics Recycling for End-of-Life Asset Management



505-990-3732
Visit our website at
AlbuquerqueRecycling.net

Recycling Guide Albuquerque Recycling, Inc.

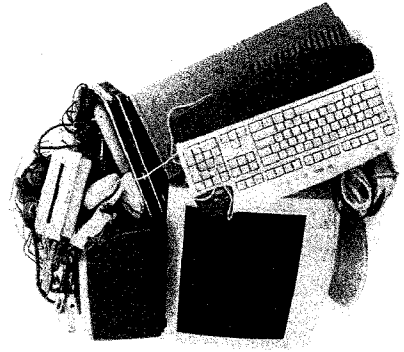
Electronics Accepted for Recycling:

Computers, servers, laptops, monitors, printers, scanners, copiers, cords and wires, back-up batteries, keyboards, mice, ink and toner cartridges.

Telephones, cell phones, hand-held devices such as palm pilots, computer game assemblies, CD players, DVD players, cameras and stereo equipment.

Televisions, TV satellite equipment, microwave ovens, vehicle batteries, motors, specialized electronic equipment and more.

For a complete list of accepted items, please visit our website. Disposal fees may apply to some monitors and TVs.



Where Can I Recycle?

The drop-off facility is located at 3726 Hawkins St. NE, Albuquerque, NM 87109. (West of Jefferson NE, 1 block North of Ellison NE at the west end of Hawkins.) Hours to drop off are Monday—Thursday, from 7:00 am - 4:30 pm., Fridays 7:00am - 11:00am.



How Can I Recycle?

Simply bring in your obsolete and retired electronics to drop off for recycling. We will unload your vehicle quickly and easily in a matter of minutes.

Collection Service:

Our truck and driver are available for larger items and larger loads of electronics destined for recycling. Qualified loads are picked up free of charge. Otherwise, collection fees vary depending on location and other factors.

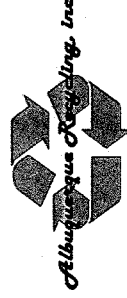


Call us today to schedule a pick-up appointment.

Phone: 505-990-3732
admin@albuquerque recycling.net

Hard Drive Data Destruction:

Protecting your confidential information is very important to Albuquerque Recycling. Rest assured that every hard drive is removed from each computer that is accepted for recycling. All electronic data on functional storage devices is overwritten by means of a destructive write process using a program that performs an overwrite of all the data on the hard drive. If the hard drive is non-functional and will not accept the overwrite process, the hard drive is physically destroyed utilizing a 5-ton press that punctures the hard drive shattering and destroying the plates within as illustrated in the photo.



3726 Hawkins St NE
Albuquerque, NM 87109
www.albuquerque recycling.net

3726 Hawkins St NE
Albuquerque, NM 87109

p: 505-990-3732
c: 505-249-9495
f: 505-508-0703

Albuquerque Recycling, inc



Greg Mullen
Vice President/Facility Manager

www.ABQRecycling.com

gregm@AlbuquerqueRecycling.net

3726 Hawkins St NE
Albuquerque, NM 87109

p: 505-990-3732
c: 505-321-2404
f: 505-508-0703

Albuquerque Recycling, inc



Janet Estepp
President

www.ABQRecycling.com

Admin@AlbuquerqueRecycling.net

Accepted Electronics Include:

- Computers
- Printers
- LCD Monitors
- Wires, Cords
- Computer Games
- Laptops
- Copiers
- UPS Batteries
- Ink Cartridges
- Hand-Held Devices
- Cell Phones
- Motors
- Televisions
- Scanners
- Phones

Visit our website for a complete list
Free hard drive data destruction
Drop off and pick up service available

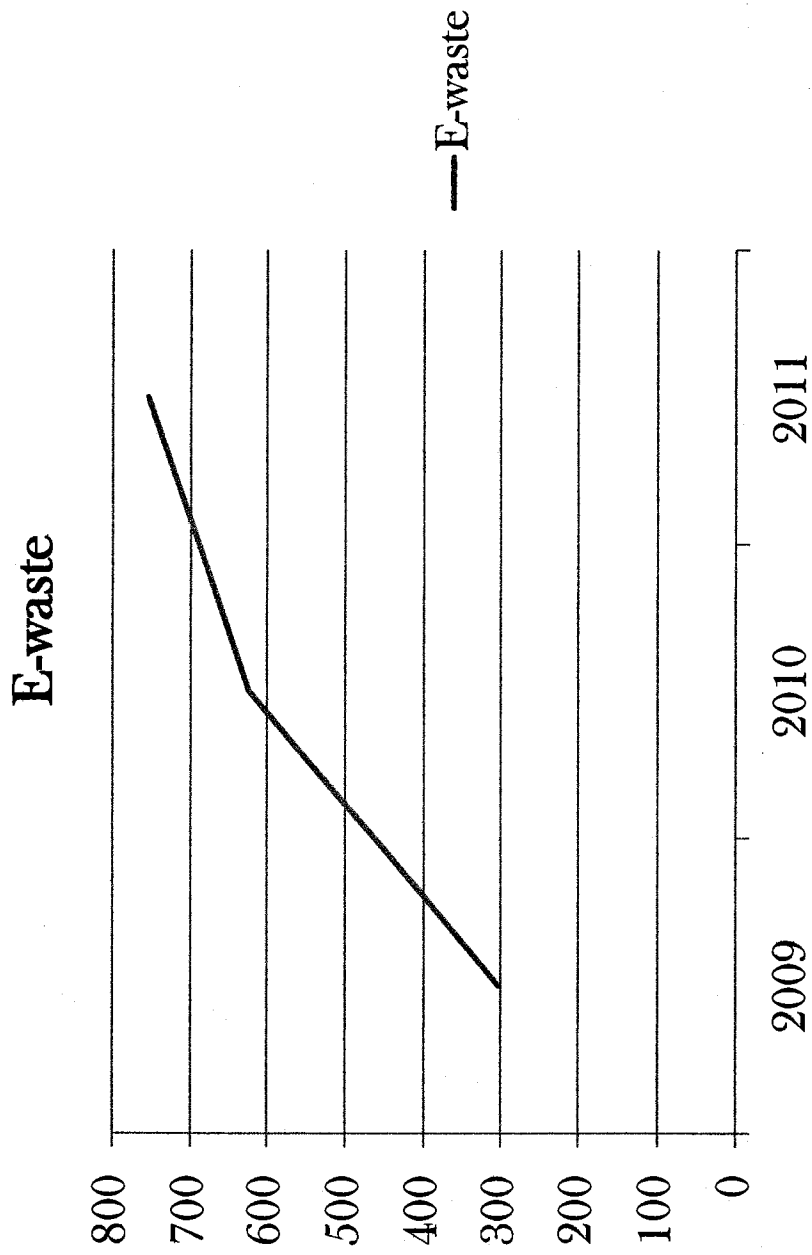
Accepted Electronics Include:

- Computers
- Printers
- LCD Monitors
- Wires, Cords
- Computer Games
- Laptops
- Copiers
- UPS Batteries
- Ink Cartridges
- Hand-Held Devices
- Cell Phones
- Motors
- Televisions
- Scanners
- Phones

Visit our website for a complete list
Free hard drive data destruction
Drop off and pick up service available

Albuquerque Recycling, Inc.

Total E-waste - Tons



MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: June 17, 2012
Subject: Request for Approval of Change Order No. 5 to Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$8,409.53.

BACKGROUND & SUMMARY:

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

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

The following table shows Board approved and pending change orders.

Table 1. List of Change Orders.

Change Order Number	Approval Date	Amount	Total Contract Amount	Substantial Completion Date
-	July 1, 2011	-	\$716,742.19	February 10, 2012
1	November 17, 2011	\$11,121.63	\$727,863.82	February 25, 2012
2	January 26, 2012	\$1,759.82	\$729,623.64	March 1, 2012
3	February 23, 2012	\$23,889.78	\$753,513.42	April 2, 2012
4	April 19, 2012	\$11,274.61	\$764,788.03	May 2, 2012
5	Pending	\$8,409.53	\$773,197.56	July 12, 2012

The Agency is requesting the Board to approve Change Order No. 5 to Bid No. 11/40/B with ESA Construction for the construction of a household hazardous waste (HHW) collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$8,409.53.

The justifications for the change order include: 1) testing for concrete grout; 2) testing for head wall concrete and soil compaction; 3) testing for soil and asphalt paving; 4) installation

of a protective collar around cleanouts for sewer line; 5) change out of 2-inch fire protection riser to a 4-inch fire protection riser as required by the Sangre de Cristo Water Department; 6) change type of fire protection back flow preventer as required by the Sangre de Cristo Water Department; 7) credit for cross hatching from previous change order; 8) add and connect water gong to fire alarm system as required by State Fire Marshall.

The total increase of change order #5, including NMGRT, is \$8,409.53. The total contract amount with all change orders is \$773,197.56. The final completion date for the project is July 12, 2012.

For comparison purpose, the total amount with all change orders for ESA Construction is \$773,197.56. The bids submitted from three firms at bid opening ranged from \$734,829.50 to \$786,879.00.

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

ACTION REQUESTED:

The Agency is requesting the Board to approve Change Order No. 5 to the Agreement for Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the construction of a household hazardous waste collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$8,409.53.

The Agency also requests approval of budget increase from 5500.100700 (Cash) to 52504.570400 (Building and Structures) in the amount of \$8,409.53.

- Attachments:
- 1) Budget Adjustment Request
 - 2) Change Order No. 5 to Bid No. 11/40/B
 - 3) Construction Contract (Agreement) with Article 12 (Changes in the Work) under Section 11 (General Conditions)

M:\Memo\Memo061712.1.wpd

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME
SANTA FE SOLID WASTE MANAGEMENT AGENCY

DATE

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Building and Structures	52504.570400		\$ 8,409.53	
			\$ 8,409.53	-

Budget increase to be funded from 5500.100700(Cash reserves SWAMA Operating Fund) to fund Change Order #5
to Agreement with ESA Construction for construction of HHW Collection Facility in the amount of \$8,409.53

		CITY COUNCIL APPROVAL			
Angelica G Salazar	Date	City Council Approval Required	<input type="checkbox"/>	Budget Officer	Date
		City Council Approval Date	<input type="text"/>	Finance Director	Date
Randall Kippenbrock, P.E. Exec Director	Date	Agenda Item #:	9	City Manager	Date

ATTACHMENT

Change Order No. 5 to Bid No. '11/40/B

CHANGE ORDER

No. 5

Project Santa Fe Solid Waste Management Agency / Household Hazardous Waste Collection Facility
DATE OF ISSUANCE June 14, 2012 EFFECTIVE DATE June 14, 2012

OWNER Santa Fe Solid Waste Management Agency
OWNER'S CONTRACT NO. _____
CONTRACTOR ESA Construction ARCHITECT J. R. Miller & Associates

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

Description and Reason for change.

Item A - Testing of concrete grout	\$ 218.38	Required by Specifications
Item B - Testing of Head Wall Concrete and Soil	\$1,229.84	Required by Specifications
Item C - Testing of Soil and Asphalt Paving	\$1,798.59	Required by Specifications
Item D - Repair damaged Clean Outs	\$ 327.15	Damaged by SFSWM Equipment
Item E - Increase size of Fire Protection Riser to 4"	\$1,417.28	Required by SDCW
Item F - Change type of FP BFP	\$3,334.93	Required by SDCW
Item G - Credit for Cross hatching in previous CO	(\$ 789.14)	Requested by Owner
Item H - Add and Connect Water Gong to Fire Alarm	827.48	Required by State Fire Marshal
All items include NMGR	<u>872.48 53</u>	

Attachments: Contractor Summary Sheet and proposal with breakdown for Items A through I

<p align="center">CHANGE IN CONTRACT PRICE</p> <p>Original Contract Price \$ <u>716,742.19</u> includes NMGR</p>	<p align="center">CHANGE IN CONTRACT TIMES:</p> <p>Original Contract Times: Substantial Completion: <u>February 10, 2012</u> Ready for final payment: <u>February 24, 2012</u></p>
<p>Net Increase from previous Change Orders No. <u>0</u> to No. <u>4</u> \$ <u>48,045.84</u> includes NMGR</p>	<p>Net change from previous Change Orders No. <u>0</u> No. <u>4</u> <u>82</u> (days)</p>
<p>Contract Price prior to this Change Order \$ <u>764,788.03</u> includes NMGR</p>	<p>Contracts Times prior to this Change Order Substantial Completion: <u>May 2, 2012</u> Ready for final Payment <u>May 17, 2012</u> (days or dates)</p>
<p>Net Increase of this Change Order \$ <u>8,409.53</u> includes NMGR</p>	<p>Net <u>Increase</u> of this Change Order: Substantial Completion: <u>60</u> Ready for final Payment: <u>72</u> (days)</p>
<p>Contract Price with all approved Change Order \$ <u>773,197.56</u> includes NMGR</p>	<p>Contract Times with all approved Change Orders Substantial Completion: <u>June 30, 2012</u> Ready for final payment: <u>July 12, 2012</u> (days or dates)</p>

RECOMMENDED

By: [Signature]
ENGINEER (Authorized Signature)

Date: June 14, 2012

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 6-15-12

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

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

ATTEST: VALERIE ESPINOSA - SANTA FE COUNTY CLERK _____

Item	Description	COR Date	COR \$ (Before Tax)	Date to Arch	COR Status	Approval Date	Prime Contract CO #
Change Order 5 Item Summary							
A	Geo Test Invoice # 69991	04/16/12	\$ 201.86	04/16/12	Pending		
B	Geo Test Invoice #71313	4/25/2012	\$ 1,136.77	04/25/12	Pending		
C	Geo Test Invoice #7154o	05/23/12	\$ 1,662.48	05/23/12	Pending		
D	Rues Statement 3662	05/23/12	\$ 302.39	05/23/12	Pending		
E	Rues CO 2 Increase FP Riser from 2 1/2" to 4"	05/24/12	\$ 1,310.03	05/24/12	pending		
F	Change Backflor Preventor	05/22/12	\$ 3,082.55	05/22/12	pending		
G	Credit Cross Hatching	06/07/12	\$ (729.42)	06/07/12	Pending		
H	Speed bump to speed hump (delete)	06/08/12	\$ -	06/08/12	Pending		
I	Water Gong Install	06/11/12	\$ 806.45	06/11/12	Pending		
	Subtotal:		\$ 7,773.11				
	Tax:		\$ 636.42				
	Total:		\$ 8,409.53				

ESA CONSTRUCTION, INC.

3435 Girard NE
 Albuquerque, NM 87107
 Tel: 505-884-2171
 Fax: 505-888-3150

To: Michel Fidel
 M&E Engineering

Change Item

NUMBER:	Item 5A
DATE:	04/16/12

PAGES FAXED:
FAX NUMBER:
EMAIL:

RE: Buckman Household Hazardous Waste Building

Description of Change Order Request:
 Geo Test Invoice #69991

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	15.00	155.79		170.79
			0.00	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	3.00		0.00	3.00
Subtotal:	18.00	155.79	0.00	173.79
% OH & Profit on ESA work	15.00			26.07
% OH & Profit on Subcontract	5.00			0.00
UNIT PRICING:				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				199.86
ESA Bond 1%				2.00
SUBTOTAL				201.86
N.M. Gross Receipt Tax	8.1875%			16.53
TOTAL				218.38

Time extension required:

ESA CONSTRUCTION, INC.
3435 Girard NE
Albuquerque, N.M. 887107

CHANGE ORDER REQUEST
BACKUP SHEET

DESCRIPTION	QUANTITY	LABOR	MATERIAL	EQUIPT.	SUB.
Geo Test Inv# 69991			\$155.79		
<hr/>					
FIELD LABOR	CARPENTER	OPERATOR	LABOR		
IN DAYS	0	0	0		
WAGE RATE	\$220.00	\$207.00	\$180.00		
	\$0.00	\$0.00	\$0.00	\$0.00	
SUPERVISION IN WKS	0				
	\$1,200.00				
	\$0.00			\$0.00	
ESCORT IN WKS	0				
	\$1,200.00				
	\$0.00			\$0.00	
PROJECT MANAGER	.01				
	\$1,500.00				
	\$15.00			\$15.00	
LABOR TOTAL			\$15.00		
MATL/EQUIP SUB TOTAL			\$155.79	\$0.00	
MATL / EQUIP TOTAL				\$155.79	



INVOICE

APR 13 2012

3204 RICHARDS LANE • SANTA FE, NEW MEXICO 87507

(505) 471-1101 • FAX (505) 471-2245

8528 CALLE ALAMEDA NE • ALBUQUERQUE, NEW MEXICO 87113

(505) 857-0933 • FAX (505) 857-0803

2805-A LAS VEGAS COURT • LAS CRUCES, NEW MEXICO 88007

(575) 526-6260 • FAX (575) 523-1660

DATE	NUMBER
Oct 20, 2011	69991

REMIT TO:

3204 RICHARDS LANE, SANTA FE, NEW MEXICO 87507

CLIENT

ESA CONSTRUCTION
3435 GIRARD NE
ALBUQUERQUE, NM 87107

PROJECT

BUCKMAN TRANSFER BLDG., JOB
NO. 2-10915

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
10/19 SAMPLE GROUT		2.00	48.00	96.00
10/20 PU GROUT		1.00	48.00	48.00
<p>JR TOLD GEO TEST WE WOULD PAY & GET REIMBURSED 4/13/12.</p> <p>- HR</p>				

TERMS OF PAYMENT: NET 30 DAYS. PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS WILL BE CHARGED INTEREST OF 1.5 PERCENT PER MONTH (APR 18%).

SUBTOTAL	144.00
SALES TAX	11.79
TOTAL	\$155.79

INVOICE DUE: 15 • 19, 2011

ESA CONSTRUCTION, INC.

3435 Girard NE
 Albuquerque, NM 87107
 Tel: 505-884-2171
 Fax: 505-888-3150

Change Item

NUMBER: Item 5B
DATE: 04/25/12

To: Michel Fidel
 M&E Engineering

PAGES FAXED:
FAX NUMBER:
EMAIL:

RE: Buckman Household Hazardous Waste Building**Description of Change Order Request:**

Geo Test Invoice #71313. Testing of Concrete and soil densities at new headwall, headwall footing, east pad, curbs & gutters.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	15.00	960.71		975.71
			0.00	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	3.00		0.00	3.00
Subtotal:	18.00	960.71	0.00	978.71
% OH & Profit on ESA work	15.00			146.81
% OH & Profit on Subcontract	5.00			0.00
UNIT PRICING:				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				1,125.52
ESA Bond 1%				11.26
SUBTOTAL				1,136.77
N.M. Gross Receipt Tax	8.1875%			93.07
TOTAL				1,229.84

Time extension required:

ESA CONSTRUCTION, INC.

3435 Girard NE

Albuquerque, N.M. 887107

**CHANGE ORDER REQUEST
BACKUP SHEET**

DESCRIPTION	QUANTITY	LABOR	MATERIAL	EQUIPT.	SUB.
Geo Test Inv# 69991			\$960.71		
FIELD LABOR IN DAYS	CARPENTER 0 OPERATOR 0 LABOR 0				
WAGE RATE	\$220.00 \$207.00 \$180.00				
	\$0.00 \$0.00 \$0.00		\$0.00		
SUPERVISION IN WKS	0				
	\$1,200.00				
	\$0.00		\$0.00		
ESCORT IN WKS	0				
	\$1,200.00				
	\$0.00		\$0.00		
PROJECT MANAGER	.01				
	\$1,500.00				
	\$15.00		\$15.00		
LABOR TOTAL			\$15.00		
MATL/EQUIP SUB TOTAL			\$960.71	\$0.00	
MATL / EQUIP TOTAL			\$960.71		



INVOICE

APR 24 2012

3204 RICHARDS LANE • SANTA FE, NEW MEXICO 87507

(505) 471-1101 • FAX (505) 471-2245

8528 CALLE ALAMEDA NE • ALBUQUERQUE, NEW MEXICO 87113

(505) 857-0933 • FAX (505) 857-0803

2805-A LAS VEGAS COURT • LAS CRUCES, NEW MEXICO 88007

(575) 526-6260 • FAX (575) 523-1660

DATE

NUMBER

Apr 23, 2012

71

REMIT TO:

3204 RICHARDS LANE, SANTA FE, NEW MEXICO 87507

C
L
I
E
N
TESA CONSTRUCTION
3435 GIRARD NE
ALBUQUERQUE, NM 87107P
R
O
J
E
C
TBUCKMAN TRANSFER STATION
BLDG., JOB NO. 2-10915

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
03/21 SAMPLE CONCRETE				
03/21 SAMPLE CONCRETE		2.00	48.00	96.00
03/22 PU CONCRETE		1.00	48.00	48.00
03/28 CYLINDER BREAK		1.00	15.00	15.00
03/30 SAMPLE CONCRETE		2.00	48.00	96.00
04/02 PU CONCRETE		1.00	48.00	48.00
04/04 DENSITY TEST		1.00	48.00	48.00
04/06 SAMPLE CONCRETE		2.00	48.00	96.00
04/06 CYLINDER BREAK		1.00	15.00	15.00
04/09 SAMPLE CONCRETE, PU CONCRETE		2.00	48.00	96.00
04/10 PU CONCRETE		1.00	48.00	48.00
04/12 SAMPLE CONCRETE		3.00	48.00	144.00
04/13 CYLINDER BREAK		1.00	15.00	15.00
04/13 PU CONCRETE		1.00	48.00	48.00
04/16 CYLINDER BREAK		1.00	15.00	15.00
04/18 CYLINDER BREAK		3.00	15.00	45.00
04/19 CYLINDER BREAK		1.00	15.00	15.00

TERMS OF PAYMENT: NET 30 DAYS. PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS WILL BE CHARGED INTEREST OF 1.5 PERCENT PER MONTH (APR 18%).

SUBTOTAL

888.00

SALES TAX

72.71

TOTAL

\$960.71

INVOICE DUE May 23, 2012

MAY 01 2012

GEO-TEST

April 27, 2012

ESA Construction
3435 Girard N.E.
Albuquerque, New Mexico 87107

Job No.:2-10915

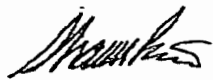
REPORT OF CONCRETE SPECIMENS	
PROJECT:	Buckman Transfer Station Building
LOCATION OF SAMPLE:	Head wall at Buckman
SLUMP (ASTM C-143):	3½"
ENTRAINED AIR (ASTM C-231, Type B):	4.5%
YIELD (CU.YDS.):	-
WATER/CEMENT RATIO:	N/A
UNIT WEIGHT (ASTM C-138):	N/A
CEMENT FACTOR:	N/A
SUPPLIER:	Santa Fe Concrete, Truck No. 0662 Ticket No. 64476
CONCRETE CODE:	50142231
SAMPLED BY:	Geo-Test, Inc. (AL)
DATE MOLDED:	03-30-12
DELIVERED:	04-02-12
28 DAY REQUIRED STRENGTH (psi)	5000 PSI

COMPRESSIVE STRENGTH OF CONCRETE SPECIMENS (ASTM C-39)							
Specimen No.	Specimen Prism (in)	Specimen Area (sq/in)	Date Tested	Age Days	Total Load (lbs)	Compressive Strength (psi)	Type Fracture (ASTM C-39, Figure 2)
10915-9	3.99	12.57	4-6	7	41270	3280 PSI	3
10915-10	3.99	12.57	4-27	28	66370	5280 PSI	1
10915-11	3.99	12.57	4-27	28	67375	5360 PSI	1
10915-12	3.99	12.57	4-27	28	65240	5190 PSI	4

(ASTM 1064)
Concrete Temperature: 65°F
Ambient Temperature: 69°F

Deviations from ASTM Standards if any:

Respectfully Submitted:
GEO-TEST, INC.



Shaun Pena
Engineering Technician

cc: JRMA, Attn: J.R. Medina (jmedina@jrma.com)

GEO-TEST, INC.
3204 RICHARDS LANE
SANTA FE,
NEW MEXICO
87507
(505) 471-1101
FAX (505) 471-2245

8528 CALLE ALAMEDA NE
ALBUQUERQUE,
NEW MEXICO
87113
(505) 857-0933
FAX (505) 857-0803

2005-A LAS VEGAS CT.
CRUCES,
NEW MEXICO
88007
(575) 526-6260
FAX (575) 523-1660

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

Change Item

NUMBER: 5C
 DATE: 05/23/12

To: Michel Fidel
 M&E Engineering

PAGES FAXED:
 FAX NUMBER:
 EMAIL:

RE: Buckman Household Hazardous Waste Building

Description of Change Order Request:
 Geo Test Invoice #71540

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	0.00	1,431.32		1,431.32
			0.00	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	0.00		0.00	0.00
Subtotal:	0.00	1,431.32	0.00	1,431.32
% OH & Profit on ESA work	15.00			214.70
% OH & Profit on Subcontract	0.00			0.00
UNIT PRICING:				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				1,646.02
ESA Bond 1%				16.46
SUBTOTAL				1,662.48
N.M. Gross Receipt Tax	8.1875%			136.12
TOTAL				1,798.59

Time extension required:

MAY 22 2012

GEO-TEST**INVOICE**

3204 RICHARDS LANE • SANTA FE, NEW MEXICO 87507

(505) 471-1101 • FAX (505) 471-2245

8528 CALLE ALAMEDA NE • ALBUQUERQUE, NEW MEXICO 87113

(505) 857-0933 • FAX (505) 857-0803

2805-A LAS VEGAS COURT • LAS CRUCES, NEW MEXICO 88007

(575) 526-6260 • FAX (575) 523-1660

DATE

NUMBER

May 21, 2012

71540

REMIT TO:

3204 RICHARDS LANE, SANTA FE, NEW MEXICO 87507

C
L
I
E
N
TESA CONSTRUCTION
3435 GIRARD NE
ALBUQUERQUE, NM 87107P
R
O
J
E
C
TBUCKMAN TRANSFER STATION
BUILDING, JOB NO. 2-10915

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
04/27 CYLINDER BREAK				
04/27 CYLINDER BREAK		3.00	15.00	45.00
05/04 CYLINDER BREAK		3.00	15.00	45.00
05/07 CYLINDER BREAK		2.00	15.00	30.00
05/10 CYLINDER BREAK		3.00	15.00	45.00
05/15 DENSITY TEST, 2 TRIPS		2.00	48.00	96.00
05/16 DENSITY TEST, PU ASPHALT		2.00	48.00	96.00
05/16 ASPHALT ANALYSIS		1.00	335.00	335.00
05/17 DENSITY TEST, PU ASPHALT, PROCTOR		2.00	48.00	96.00
05/17 D-1557		1.00	110.00	110.00
05/17 SIEVE ANALYSIS		1.00	45.00	45.00
05/17 PLASTICITY INDEX		1.00	45.00	45.00
05/17 SUPERPAVE		1.00	335.00	335.00

TERMS OF PAYMENT: NET 30 DAYS. PAYMENT NOT RECEIVED WITHIN THIRTY (30) DAYS WILL BE CHARGED INTEREST OF 1.5 PERCENT PER MONTH (APR 18%).

SUBTOTAL

1,323.00

SALES TAX

108.32

TOTAL**\$1,431.32**

INVOICE DU 21 in 20, 2012

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

Change Item

NUMBER: 5D
 DATE: 05/23/12

To: Michel Fidel
 M&E Engineering

PAGES FAXED:
 FAX NUMBER:
 EMAIL:

RE: Buckman Household Hazardous Waste Building

Description of Change Order Request:

Repair cleanouts at lower drop off Rue's statement 3662 for 1/9/12. ESA to pay 3/19/12.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	0.00	0.00		0.00
			299.00	299.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	0.00		0.40	0.40
Subtotal:	0.00	0.00	299.40	299.40
% OH & Profit on ESA work	15.00			0.00
% OH & Profit on Subcontract	0.00			0.00
UNIT PRICING:				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				299.40
ESA Bond 1%				2.99
SUBTOTAL				302.39
N.M. Gross Receipt Tax	8.1875%			24.76
TOTAL				327.15

Time extension required:

STATEMENT

RUE'S MECHANICAL P. & H., INC.

3662

7621 BACA LANE
SANTA FE, NM 87507

BUS. PH: (505) 474-9123 FAX: (505) 474-9127

COMPANY NAME <i>ESA Construction.</i>	DATE <i>5/21/12</i>
CUSTOMER NAME <i>SFSWM Buckman</i>	PHONE #
ADDRESS <i>2600 Buckman Road</i>	MOBILE
CITY, STATE, ZIP <i>Santa Fe NM 87507</i>	WORK DONE BY

JOB LOCATION OR WORK DESCRIPTION	
<i>Extras, not in original contract.</i>	
ORIGINAL CONTRACT AMOUNT:	
<i>1/9/12 Repair cleanouts broken by Transfer Station Employees.</i>	
<i>Labor</i>	<i>190 00</i>
<i>Material</i>	<i>109 00</i>
<i>3/19/12 Repair cleanouts broken by others.</i>	
<i>Labor</i>	<i>95 00</i>
<i>Material</i>	<i>10 00</i>
DATE:	
CHECK #:	<i>TOTAL 404 00</i>
AMOUNT PAID:	

} *ESA*

AUTHORIZED SIGNATURE

DATE

TERMS: WE AGREE THAT 30 DAYS FROM DATE OF ANY STATEMENT IS SUBJECT TO 1 1/2% PER MONTH (18% ANNUAL RATE) INTEREST CHARGE. IF PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION AND/OR SUIT, WE AGREE TO PAY REASONABLE ATTORNEY'S FEES AND COSTS.

To: Michel Fidel
M&E Engineering

NUMBER: 5E
DATE: 05/23/12

RE: Buckman Household Hazardous Waste Building

Up size fire protection riser from 2 1/2" to 4".

Time extension required:

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

CHANGE ORDER

Date	
4/30/12	CO #2

Bill To:
ESA Construction Inc. 3435 Girard Blvd, NE Albuquerque, NM 87107

Project:
SFSWMA Buckman Road Hazardous Waste Facility 2600 Buckman Road Santa Fe, NM 87507

Quantity	Description	Rate	Amount
	Stub 4" stainless steel fire riser into building for fire protection.		
1	4" s/s fire riser	\$ 629.00	\$ 629.00
2.5	Labor	\$ 150.00	\$ 375.00
2.5	Equipment, Backhoe	\$ 27.50	\$ 68.75
Signature: _____ Date: _____			
		Subtotal	\$ 1,072.75
		P&O (15%)	\$ 160.91
		TOTAL	\$ 1,233.66

WE AGREE THAT 30 DAYS FROM DAY OF ANY INVOICE IS SUBJECT TO 1 1/2% PER MONTH (18% ANNUAL RATE) INTEREST CHARGE. IF PLACED IN THE HANDS OF AN ATTORNEY FOR COLLECTION AND/OR SUIT, YOU WILL BE CHARGED REASONABLE ATTORNEY'S FEES AND COSTS.

REVISED
DIT 150.00
2 1/2" x 4"

1181 *Car Park*

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

Change Item

NUMBER: 5F
DATE: 05/22/12

To: Michel Fidel
 M&E Engineering

PAGES FAXED:
FAX NUMBER:
EMAIL:

RE: Buckman Household Hazardous Waste Building

Description of Change Order Request:
 Backflow Preventor

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	0.00	0.00		0.00
			3,048.00	3,048.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	0.00		4.03	4.03
Subtotal:	0.00	0.00	3,052.03	3,052.03
% OH & Profit on ESA work	15.00			0.00
% OH & Profit on Subcontract	0.00			0.00
UNIT PRICING:				
	QTY	UNIT PRICE	UOM	
SUBTOTAL				3,052.03
ESA Bond 1%				30.52
SUBTOTAL				3,082.55
N.M. Gross Receipt Tax 8.1875%				252.38
TOTAL				3,334.93

Time extension required:

Albuquerque, N.M. 887107

BACKUP SHEET

[illegible]

VALLEY FIRE PROTECTION, INC.
145 MOUNTAIN PARK PLACE NW *** ALBUQUERQUE, NM 87114
PH: 505/898-1647 *** FAX: 505/898-2164

COST PLUS EXTRA

NAME: BUCKMAN ROAD RECYCLE CENTER HHW FACILITY

LOCATION: SANTA FE, NM

DATE: MAY 22, 2012

SCOPE: REMOVE CURRENT BACKFLOW PREVENTOR AND INSTALL (1) 2½" FEBCO 826YD
HORIZONTAL REDUCED PRESSURE DETECTOR ASSEMBLIE BACKFLOW PREVENTER.

DESIGN:

Labor	<u>2</u> M.H. @	<u>\$25.00</u>	\$	<u>50.00</u>
Taxes, Insurance, Fringes		<u>36.8%</u>	\$	<u>19.00</u>
Subtotal:			\$	<u>69.00</u>
Supplies & Consumables		<u>3.5%</u>	\$	<u>2.00</u>
Total Design Expense:			\$	<u>71.00</u>

FIELD LABOR:

Labor	<u>16</u> M.H. @	<u>\$25.00</u>	\$	<u>400.00</u>
Taxes, Insurance, Fringes		<u>40%</u>	\$	<u>160.00</u>
Subtotal:			\$	<u>560.00</u>
Subsistence	<u> </u> day(s) @		\$	<u> </u>
Truck	<u>1</u> day(s) @	<u>\$15.00</u>	\$	<u>15.00</u>
Tools, Consumables, Supplies		<u>4.94%</u>	\$	<u>20.00</u>
Subtotal:			\$	<u>35.00</u>
Total Field Expense:			\$	<u>595.00</u>

MATERIAL, FREIGHT, RENTALS:

Material:	\$	<u>\$1,984.00</u>
Freight:	\$	<u> </u>
Rentals:	\$	<u> </u>
Other:	\$	<u> </u>

Total Materials Expense: \$ 1,984.00

Total Direct Cost: \$ 2,650.00

Profit: 15% \$ 398.00

Total: \$ 3,048.00

Tax: \$

GRAND TOTAL:..... \$ 3,048.00

MATERIAL:

1 - 2½" Febco 826YD Backflow Preventer @	\$1,916.00	=	\$1,916.00
4 - 2½" Grooved 90° Ell @	\$6.25	=	\$25.00
6 - 2½" Grooved Coupling @	\$5.50	=	\$33.00
4 - Feet of 2½" Schedule 10 Pipe @	\$2.50	=	\$10.00
			<u>\$1,984.00</u>

BENJAMIN J DOMINGUEZ
ESTIMATOR

SPECIFICATION SHEET



Series 826YD

Reduced Pressure Detector Assemblies

Size: 2½" - 10" (65mm - 250mm)

The FEBCO Series 826YD Reduced Pressure Detector Assemblies designed for use in used applications with Automatic fire sprinkler systems containing toxic substances.

Features

- The DuraCheck, features all stainless steel check assemblies for corrosion resistance, reduced fouling and longer valve life.
- DuraCast, ductile iron body for superior strength, corrosion resistance and lighter weight. By-pass line has water meter in series with an approved reduced pressure assembly.
- Low Head Loss
- Approved by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.
- End Detail is Flanged

Operation

In a nonflow condition, check valves on the by-pass and mainline units are closed with pressure between the checks, called the zone, being maintained at least 5psi (35 kPa) lower than the inlet pressure and the relief valve is maintained closed. If the differential between the zone and the upstream pressure drops to 2psi (14kPa), the differential relief valve will open, maintaining proper zone differential. The by-pass reduced pressure backflow preventer will operate identically to the mainline assembly.

The by-pass opens to detect initial flow and the mainline opens for all other flows.

Models

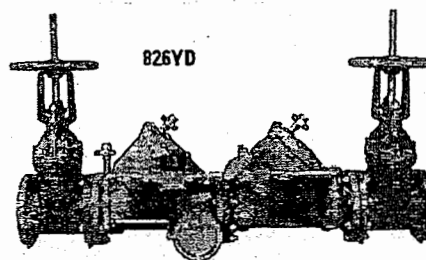
- Less Gates
- Air Gap Drain
- Left hand by-pass
- Remote Reader
- Meter CFM/GPM

Approvals

- Approved by the Foundation for Cross-Connection Control and Hydraulic Research at the University of Southern California.*



- * Valves must be supplied with resilient seated shutoff valves for USC and FM approvals to be in effect. UL and FM Listings only applicable with approved OS&Y gates.



Specifications

Reduced pressure detector assembly shall consist of a mainline reduced pressure configured backflow assembly in parallel with a reduced pressure by-pass assembly.

Flow curves shall be documented by independent laboratory testing. Mainline valve bodies and covers shall be manufactured of ductile iron ASTM A-536, Grade 65-45-12 and shall be flanged, ANSI B 16.1, Class 125, internal and external fusion epoxy coating.

The by-pass shall consist primarily of a bronze water meter in series with a bronze reduced pressure backflow preventer.

All low flow demands up to a minimum of 3 gpm (0.189 L/s) are to pass only through the by-pass meter and meter-size reduced pressure assembly and be accurately recorded. All flows above that of 3 gpm will pass through both the line-size reduced pressure assembly and by-pass without accurate registration by or damage to the meter.

Shutoff valves and testcocks shall be resilient seated with full flow characteristics and are to be considered integral to the assembly. The mainline shut-offs are also to be OS&Y, UL/FM for fireline service.

Reduced pressure detector assemblies shall be rated 175psi CWWP (32°F to 140°F), factory assembled and tested to assure proper mainline/by-pass balance and cross over performance. Reduced pressure detector assemblies shall be FEBCO Series 826YD or prior approved equal.

Note: The gap drain is not designed to catch the maximum discharge possible from the relief valve. The installation of FEBCO air gap with the drain line terminating above a floor drain will handle any normal discharge or nuisance spitting through the relief valve. However, floor drain size may need to be designed to prevent water damage caused by a catastrophic failure condition. Do not reduce the size of the drain line from the air gap fitting.

Pressure — Temperature

Maximum Working Pressure:	175psi (12.1 bar)
Hydrostatic Test Press:	350psi (24.1 bar)
Temperature Range:	32°F to 140°F (0°C to 60°C)

Materials

Main Valve Body:	Ductile iron grade 65-45-12 epoxy coated internal 10-20 mils
Internal Check Assembly:	Stainless Steel
Trim:	Bronze
By-Pass Valve Body:	Bronze
By-Pass Meter:	Totalizing, 1 to 20 gpm, size 5/8" x 3/4"
Main Valve Shutoffs:	OS&Y, UL/FM
Elastomers:	Nitrile and Nitrile/ fabric reinforced

Remote reading flow meters available.

Job Name _____

Job Location _____

Engineer _____

Approval _____

Contractor _____

Approval _____

Contractor's P.O. No. _____

Representative _____

FEBCO product specifications in U.S. customary units and metric are approximate and are provided for reference only. For precise measurements, please contact FEBCO. FEBCO reserves the right to change or modify product design, construction, specifications, or materials without prior notice and without incurring any obligation to make such changes and modifications on FEBCO products previously or subsequently sold.

Installation

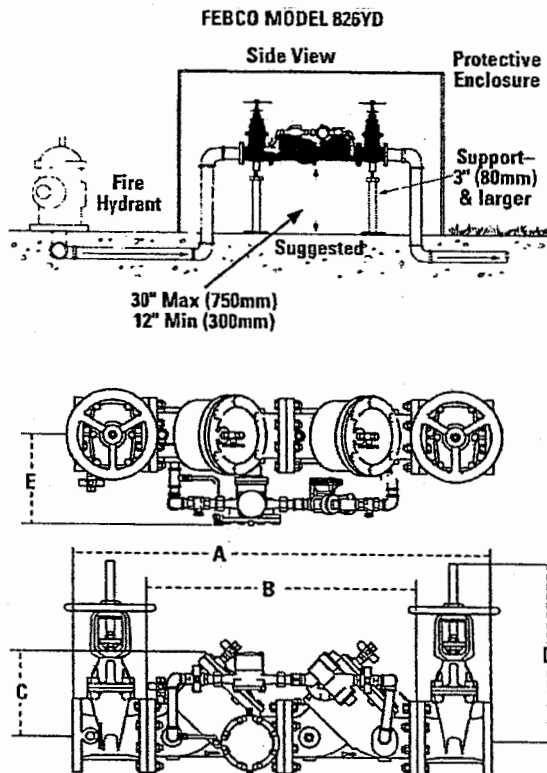
The Reduced Pressure Detector Assembly should be installed horizontally with a suggested minimum clearance of 12" (300mm) between the assembly and the floor or grade. They must be installed where discharge from the relief valve will not be objectionable and can be positively drained away. They should be installed where easily accessible for testing and maintenance and must be protected from freezing. Thermal water expansion and/or water hammer downstream of the backflow preventer can cause excessive pressure. Excessive pressure situations should be eliminated to avoid possible damage to the system and assembly.

Dimensions – Weights

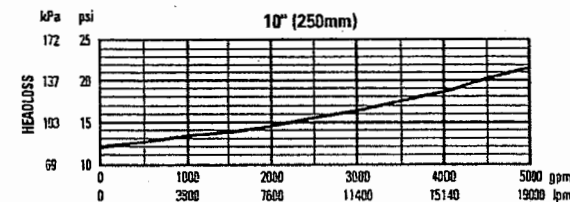
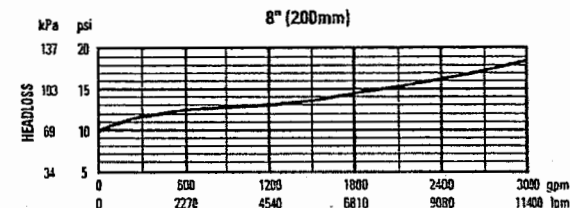
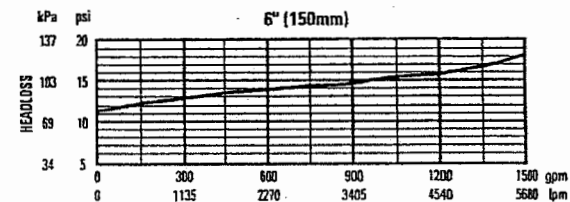
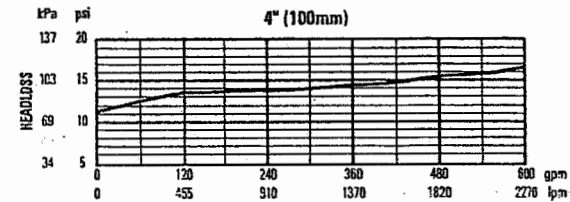
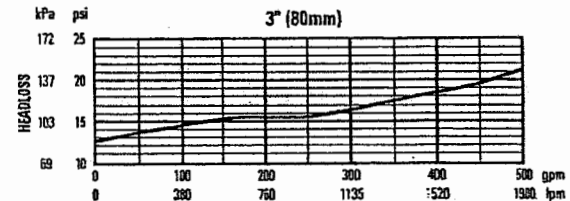
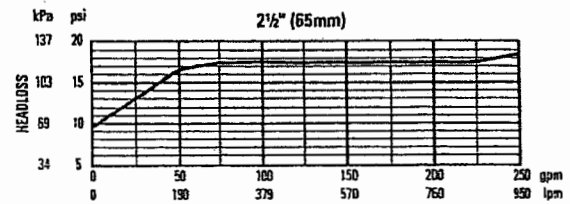
Size: 2½" - 10" (65 - 250mm)

SIZE (DN)		DIMENSIONS										WEIGHT			
		A		B		C		D		E		gates		less gates	
in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	in.	mm	lbs.	kgs.	lbs.	kgs.
2½	65	37¼	946	22¼	562	7½	191	16¼	416	10¼	260	243	534.6	134	294.8
3	80	41¼	1061	25¼	651	8½	216	22¼	565	10¼	267	298	655.6	154	338.8
4	100	50¼	1281	32¼	822	11	279	23¼	591	11	279	469	1031.8	194	426.8
6	150	59¼	1518	38¼	981	14	356	30¼	765	12	305	752	1654.4	397	873.4
8	200	69¼	1757	46¼	1172	18	457	37¼	959	13	330	1207	2655.4	537	1181.4
10	250	84¼	2140	56¼	1476	22	559	48	1219	14	356	1617	3557.4	957	2105.4

Dimensions shown are nominal, allowance must be made for normal manufacturing tolerances.



Capacity



A Watts Water Technologies Company

USA: 4381 N. Brawley • Ste. 102 • Fresno, CA • 93722 • Tel. (559) 441-5300 • Fax: (559) 441-5301 • www.FEBCOonline.com
 Canada: 5435 North Service Rd. • Burlington, ONT. • L7L 5H7 • Tel. (905) 332-4090 • Fax: (905) 332-7068 • www.FEBCOonline.ca

ES-F-826YD 0718



ISO 9001-2000
CERTIFIED

© 2009 FEBCO

ESA CONSTRUCTION, INC.

3435 Girard NE
 Albuquerque, NM 87107
 Tel: 505-884-2171
 Fax: 505-888-3150

To: Michel Fidel
 M&E Engineering

Change Item**NUMBER:**

5 G

DATE:

06/07/12

PAGES FAXED:
FAX NUMBER:
EMAIL:

RE: Buckman Household Hazardous Waste Building**Description of Change Order Request:**

Delete cross-hatch striping at drop off area.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	75.00	0.00		75.00
			(772.50)	(772.50)
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	15.00		(1.02)	13.98
Subtotal:	90.00	0.00	(773.52)	(683.52)
% OH & Profit on ESA work	0.00			0.00
% OH & Profit on Subcontract	5.00			(38.68)
SUBTOTAL				(722.20)
ESA Bond 1%				(7.22)
SUBTOTAL				(729.42)
N.M. Gross Receipt Tax	8.1875%			(59.72)
TOTAL				(789.14)

Time extension required:

CHANGE ORDER REQUEST BACKUP SHEET

32



QUOTATION

CALL # 8

FROM:

SAN BAR CONSTRUCTION CORP.

PAT MAGILL

ESTIMATING DEPARTMENT

SAN BAR NMDOT DBE 99-10-13 CDOT DBE 5632/MBE/HA

PROJECT BUCKMAN TRANSFER ADD-ON STRIPING
 CUSTOMER ESA CONSTRUCTION
 LOCATION SANTA FE
 COUNTY SANTA FE CO.
 SAN BAR #
 BID DATE 12/20/2011
 QUOTATION # 1793

TO:

ATTN : MR. HOWARD T.BELL

PROJECT MANAGER

OFFICE : 505-884-2171

FAX : 505-888-3150

howard@esaconstruction.com

PLEASE FIND BELOW OUR QUOTATION FOR CONSTRUCTION, LABOR & MATERIALS COMPLETE IN PLACE.

QUANTITY	UNIT	DESCRIPTION	PRICE/UNIT	TOTAL
515	LF	RETROREFLECTORIZED PAINTED MARKINGS 4" HATCHMARKS --DOES NOT INCLUDE MOBILIZATION . WORK IS TO BE DONE IN CONJUNCTION WITH PREVIOUSLY CONTRACTED WORK --IF A SEPERATE MOBILIZATION IS NEEDED THERE WILL BE A \$600.00 CHARGE PER / EA . <i>DELETE 515 LF.</i>	\$1.50	\$772.50
THANK YOU FOR THE OPPORTUNITY TO QUOTE YOUR COMPANY!			SUBTOTAL	\$772.50
			TAX	
			FREIGHT	
			QUOTE GRAND TOTAL	\$772.50

NOTE:

--QUOTE EXCLUDES LAY-OUT, SWEEPING, TRAFFIC CONTROL, REMOVAL OF TEMP. MARKINGS, OR REMOVAL OF CURING COMPOUND ON CONCRETE SURFACES.

If you have any Questions concerning this QUOTATION please call our Estimating Department at above phone number

ESA CONSTRUCTION, INC.

3435 Girard NE
 Albuquerque, NM 87107
 Tel: 505-884-2171
 Fax: 505-888-3150

To: Michel Fidel
 M&E Engineering

Change Item

NUMBER: 51
DATE: 06/11/12

PAGES FAXED:
FAX NUMBER:
EMAIL:

RE: Buckman Household Hazardous Waste Building**Description of Change Order Request:**

Labor and materials to connect water going to fire riser.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	75.00	0.00		75.00
			661.00	661.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	15.00		0.87	15.87
Subtotal:	90.00	0.00	661.87	751.87
% OH & Profit on ESA work	15.00			13.50
% OH & Profit on Subcontract	5.00			33.09
UNIT PRICING:	QTY	UNIT PRICE	UOM	
SUBTOTAL				798.47
ESA Bond 1%				7.98
SUBTOTAL				806.45
N.M. Gross Receipt Tax	8.1875%			66.03
TOTAL				872.48

Time extension required:

No supervision by ESA is included

S & P Electric
P.O. Box 670
Bosque, NM 87006
Phone: 505-861-3000
Fax: 505-861-3001

Change Order

6/10/12

TO:
ESA Construction
3435 Girard N.E.
Albuquerque, N.M. 87107

JOB:
Project: SF SWMA BURRT HHW Facility

Change Order Number: 7

WORK DESCRIPTION: Labor and material to connect water gong for fire riser.

The total amount of this Change Order is: **\$661.00**

Attached are the following supporting reports:

- **Extensions** (Material Quantities, Prices and Labor Units with Extended Totals)
- **Summary Totals** (recap sheet)

Sincerely,

Scott Davis

	Description	Quantity	Date	Trade Price	Unit	Disc %	Link Price	Cost Adj	Net Cost	Labor	Unit	Total Material	Total Hours	Material C	Labor C	Price Code
1	1/2" CONDUIT - EMT	29	5/28/2012	56.57	C	0.00	0.00	0.000	56.57	3.60	C	16.41	1.04	Normal	Normal	98001002001
2	1/2" CONN COMP DC - EMT	6	6/27/2011	105.45	C	0.00	0.00	0.000	105.45	12.50	C	6.33	0.75	Normal	Normal	78174715250
3	1/2" COUPLING COMP DC - EMT	3	6/27/2011	166.21	C	0.00	0.00	0.000	166.21	0.00	C	4.99	0.00	Normal	No Labor	78174709260
4	1/2" 1-H STRAP - EMT - STEEL	3	6/27/2011	28.54	C	0.00	0.00	0.000	28.54	6.13	C	0.86	0.18	Normal	Normal	78174700920
5	1/2" 2-H STRAP - EMT - STEEL	1	6/27/2011	27.30	C	0.00	0.00	0.000	27.30	6.75	C	0.27	0.07	Normal	Normal	78174701920
6	1/2" FLEX - STEEL	6	5/28/2012	104.70	C	0.00	0.00	0.000	104.70	3.75	C	6.28	0.23	Normal	Normal	98005002102
7	1/2" CONN FLEX DC SQUEEZE STRAI	2	4/8/2011	125.78	C	0.00	0.00	0.000	125.78	12.50	C	2.52	0.25	Normal	Normal	01899734210
8	#12 THHN SOLID BLACK	237	6/4/2012	262.96	M	0.00	0.00	0.000	262.96	6.75	M	62.32	1.60	Normal	Normal	98010022400
9	4x1 1/2" SQ BOX COMB KO	2	3/26/2012	999.44	C	0.00	0.00	0.000	999.44	28.75	C	19.99	0.57	Normal	Normal	05016990192
10	4" SQ BLANK COVER	2	3/26/2012	371.68	C	0.00	0.00	0.000	371.68	3.13	C	7.43	0.06	Normal	Normal	05018990752
11	#10x1 F/H SELF-TAP SCREW	3	4/8/2011	7.52	C	0.00	0.00	0.000	7.52	3.75	C	0.23	0.11	Normal	Normal	70559101334
12	#8x 1/2 PH SELF-TAP SCREW	3	2/12/2012	7.16	C	0.00	0.00	0.000	7.16	3.00	C	0.21	0.09	Normal	Normal	70559101214
13	#8x 3/4 WAFER HEAD SELF-TAP STU	4	2/12/2012	3.23	C	0.00	0.00	0.000	3.23	3.25	C	0.13	0.13	Normal	Normal	78103514084
14	F/A BELL - 6" DIAM	1	11/28/2008	0.00	E	0.00	0.00	0.000	0.00	0.63	E	0.00	0.63	Normal	Normal	
15	F/A VERIFICATION - PER SIGNALLING	1	11/28/2008	0.00	E	0.00	0.00	0.000	0.00	0.00	E	0.00	0.00	Normal	Normal	
16	1" DIAM CORE 6" THICK WALL	1	11/28/2008	0.00	E	0.00	0.00	0.000	0.00	0.75	E	0.00	0.75	Normal	Normal	
	Totals											127.96	6.47			

	Final Pricing	Value (\$)	Pct (%)	Alarm	Code
Database Material (Extension)		127.96			
Material Total		127.96			
Direct Labor		359.62			
Labor Total		359.62			
General Expenses		72.91			
Total Cost		560.49			
Database Material Overhead					
Labor Overhead					
Total Overhead					
Database Material Markup					
Labor Markup					
Adjustment Markup		100.89	18.000		
Total Markup		100.89	18.000		
Final Adjustment		-0.38	-0.057		
Selling Price		661.00		Pinned	
Final Price		661.00			

ATTACHMENT

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

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY**

AGREEMENT BETWEEN OWNER AND CONTRACTOR

FOR

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



BID No. '11/40/B

AUGUST 11, 2011

SANTA FE SOLID WASTE MANAGEMENT AGENCY

**AGREEMENT BETWEEN
OWNER AND CONTRACTOR**

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

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

PROJECT: Complete Construction of
Household Hazardous Waste Collection Facility

PROJECT No.: '11/40/B

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

DISTRIBUTION:

OWNER SANTA FE SOLID WASTE MANAGEMENT AGENCY

CONTRACTOR ESA CONSTRUCTION, INC.

ENGINEER J. R. MILLER & ASSOCIATES

USER AGENCY _____

OTHER _____

RECITALS

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

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

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

The OWNER and the CONTRACTOR agree:

ARTICLE 1 THE CONTRACT DOCUMENTS

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

ARTICLE 2 THE WORK

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

ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

ARTICLE 4 CONTRACT SUM

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

The Contract Sum is determined as follows:

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

ARTICLE 5 PROGRESS PAYMENTS

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

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

ARTICLE 6 LIQUIDATED DAMAGES

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

ARTICLE 7 FINAL PAYMENT

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

ARTICLE 8 SCHEDULE

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

ARTICLE 9
GENERAL AND SPECIAL PROVISIONS

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

with Disabilities Act, 29 CFR 1630.

- 9.12 The Contractor, upon final payment of the amounts due under this Agreement, releases the Owner, the Solid Waste Joint Powers Board, and the Owner's officers and employees from all liabilities and obligations arising from or under this Agreement, including, without limitation, to all damages, losses, costs, liability, and expenses, including, without limitation, to attorney's fees and costs of litigation that the Contractor may have.
- 9.13 The Contractor agrees not to purport to bind the Owner to any obligation not assumed herein by the Owner, unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.
- 9.14 Notices. Any and all notices provided for hereunder shall be in writing and shall be deemed delivered, given and received when (i) personally delivered, or (ii) 5 days after the same are deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party.

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

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

New Mexico License No. 28493 GB98

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

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

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

SOLID WASTE JOINT POWERS BOARD

Rosemary Romero
COUNCILOR ROSEMARY ROMERO
CHAIR

ATTEST:

Yolanda Y. Vigil
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR

BY: [Signature]

TITLE: VICE PRESIDENT

DATE: 8-18-11

NM TAXATION AND REVENUE CRS

NO. 02-102987-00-3

CITY OF SANTA FE BUSINESS REG

NO. 11-00103039

APPROVED AS TO FORM:

Justin W. Miller
JUSTIN W. MILLER
SFSWMA ATTORNEY

DATE: 8/16/11

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

11.2 OWNER'S LIABILITY INSURANCE

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

11.3 PROPERTY INSURANCE

- 11.3.1 The Contractor shall maintain builder's risk property insurance or self insurance, or a combination of insurance and self insurance, upon the work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.
- 11.3.2 Any loss insured or self insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall required by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.
- 11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Engineer, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.
- 11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

11.4 LOSS OF USE INSURANCE

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

ARTICLE 12

CHANGES IN THE WORK

12.1 CHANGE ORDERS

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

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

12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contractor consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.

12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:

- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- B. By unit prices stated in the Contract Documents or subsequently agreed upon;
- C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- D. By the method provided in Subparagraph 12.1.4.

12.1.4 If none of the methods set forth in Clauses 12.1.1, 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Engineer's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.

12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

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

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

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

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

12.2 CONCEALED CONDITIONS

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

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

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

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

12.3 MINOR CHANGES IN THE WORK

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

ARTICLE 13

UNCOVERING AND CORRECTION OF WORK

13.1 UNCOVERING OF WORK

- 13.1.1 If any portion of the work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.
- 13.1.2 If any portion of the work has been covered which the Engineer has not specifically requested to observe prior to begin covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even the Owner shall be responsible for the payment of such costs.

13.2 CORRECTION OF WORK

- 13.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Engineer's additional services made necessary thereby.
- 13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- 13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.
- 13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: June 15, 2012
Subject: Request for Approval to Award Bid No. 12/22/B to the Lowest Responsible Bidder, U.S. Security Associates, Inc. of Albuquerque, NM, for Security Services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$71,597.45.

BACKGROUND AND SUMMARY:

On April 23, 2012, the Agency issued Request for Bids No. 12/22/B for security services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT). Four bids were received on May 16, 2012 and are tabulated in Table 1.

Table 1. Bid Tabulation Sheet for Bid No. 12/22/B.

Firm	Hourly Rate	Bid Amount Annually for 77 Hours per Week at Caja del Rio Landfill
U.S. Security Associates, Inc. Albuquerque, NM	\$14.39	\$57,617.56
ASI New Mexico Santa Fe, NM	\$17.96	\$71,911.84
Blackstone Security Services Albuquerque, NM	\$19.11	\$76,800.00
Chavez Security, Inc. Santa Fe, NM	\$22.53	\$90,210.12

Staff entered into negotiations with U.S. Security Associates as per Scope of Services. In general, the services consist of daily on-site security with a 4WD vehicle from 4:30 p.m. to 3:30 a.m. at the Caja del Rio Landfill, from 4:45 p.m. to 6:15 p.m. at BuRRT, and random patrols throughout the night at both the landfill and BuRRT. U.S. Security Associates will provide the services for \$71,597.45. Table 2 details the number of hours and cost for both the landfill and BuRRT. Also included is 100 hours for contingency, and New Mexico gross receipt tax of 7%. As per Article 5 of the Agreement, the Agreement can be renewed annually upon the approval of the Board, not to exceed four years.

Table 2. Costs for Bid No. 12/22/B.

Facility	Hours per Week	Hours per Year	Hourly Rate	Total
Caja del Rio Landfill	77	4,004	\$14.39	\$57,617.56
BuRRT	10.5	546	\$14.39	\$7,856.94
Contingency	-	100	\$14.39	\$1,439.00
NMGRT @ 7%	-	-	-	\$4,683.96
Total	-	-	-	\$71,597.72

ACTION REQUESTED:

Agency staff recommends the award of Bid 12/22/B to the lowest responsible bidder, U.S. Security Associates, Inc. of Albuquerque, NM, for security services at the Caja del Rio Landfill and BuRRT in the amount of \$71,597.45. Funding is available in line item 52501.510300 - Professional Contracts.

Attachments: 1) Professional Service Agreement
2) Bid No. 12/22/B

M:\Memo\Memo.061512.2.wpd

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(Security Services - 2012)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and U.S. Security Associates, Inc., Albuquerque, NM (the "Contractor") for Security Services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (Bid No. '12/22/B) as described below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

Contractor shall provide the following security services for the Agency:

- A. Contractor shall use employees that are familiar with, trained in, and abide by the requirements for the Caja del Rio Landfill ("Landfill") and/or Buckman Road Recycling and Transfer Station ("BuRRT") set forth in this Agreement.
- B. Contractor shall use a four-wheel drive (4WD) vehicle to patrol the Landfill. All vehicles use by Contractor for the Landfill and BuRRT must have decals designating the Contractor.
- C. Contractor must immediately notify the fire department, sheriff's department, and the Executive Director and appropriate managers of the Landfill and/or BuRRT of any emergency.
- D. Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity Contractor observes in the course of performing that work.

E. The hours of security services (the "Shift") will be from 4:30 p.m. to 3:30 a.m. Monday through Sunday at the Landfill. These hours are subject to change upon seven (7) days notice to Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.

F. At the beginning of the Shift, Contractor shall be stationed at the front gate of the Landfill to deter any incoming cash-paying hauler after 4:30 p.m. Contractor shall be stationed at the front gate until a majority of the Landfill personnel leave the facility at or about 6:00 p.m.

G. After the Landfill employees leave the facility, Contractor shall make periodic checks of the administration offices, scale house, maintenance building and other areas of the Landfill to ensure that they are locked and secured.

H. Contractor shall perform a minimum of three (3) perimeter checks of the Landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.

I. Contractor is required to turn off any heavy equipment that is left running if all the Landfill employees have left the facility.

J. Contractor shall provide security at BuRRT during the end-of-shift closings from 4:45 p.m. to 6:15 p.m.

K. Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.

L. Contractor shall provide location reads for each patrol at the Landfill and BuRRT

M.. Contractor shall have answering service 24 hours a day. Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.

N. Contractor shall provide investigative services if and when required.

O. Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.

P. Contractor shall inform the Agency prior to allowing an employee who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.

Q. At no time shall Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.

R. Contractor shall only allow employees to perform work for the Agency who:

1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B-1 et seq.

2. Are registered and in good standing with the New Mexico Bureau of Private Investigators.

3. Are trained in standard security industry practices and have excellent work history.

4. Have a minimum of six (6) months experience in police or security service.

5. Can be relied upon to communicate clearly and coherently to Agency personnel, customers, members of the public, and emergency personnel in all situations, particular in cases of emergency.

6. Possess the ability to pass a physical ability test and drug and alcohol testing.

7. Possess a valid New Mexico driver's license.

R. Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Seventy-One Thousand Five Hundred Ninety-Seven Dollars and Seventy-Two Cents (\$71,597.72).

B. Contractor will bill the Agency in 0.10 billing units at the hourly rate of \$14.39.

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

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

E. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2013, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its performance of its obligations

pursuant to this Agreement. Contractor further agrees that it shall not employ or contract with anyone in the performance of this Agreement that has any such conflict of interest.

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

C. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

By entering into this Agreement, the parties do not intend to create any right, title, or interest in, or for the benefit of, any person other than the Agency and Contractor. No person shall claim

any right, title or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary.

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in Section 1 of this Agreement. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR: Mr. Rick Smith
Regional Manager
U.S Security Associates, Inc.
1224 Pennsylvania St, NE, 2nd Floor
Albuquerque, NM 87110

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Virginia Vigil
Chairperson

Date:

ATTEST:

Valerie Espinosa
Santa Fe County Clerk

U.S SECURITY ASSOCIATES, INC.:

Rick Smith
Regional Manager

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

Fee Schedule



U.S. SECURITY ASSOCIATES, INC.®

ISO 9001:2008
NATIONWIDE

June 13, 2012

Caja Del Rio Landfill and
Buckman Road recycling and Transfer Station

Attention: Mr. Randall Kippenbrock, P.E.
Executive Director

Dear Mr. Kippenbrock,

The cost proposal should reference the RFB 12/22/B. It should state your hourly rate at \$14.39 excluding NMGR.

Show the breakdown of the number of hours per week to be performed.

Caja Del Rio Landfill

77 hours per week

BuRRT

10.5 hours per week

Total hours per week for Caja del Rio Landfill and BuRRT

87.5 hours per week

Weekly Cost = \$1,259.13

Annually Cost = \$65,474.76

Contingency = 100 hours @ \$14.39 = \$1,439.00

Subtotal

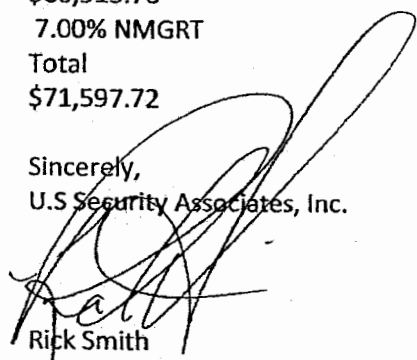
\$66,913.76

7.00% NMGR

Total

\$71,597.72

Sincerely,
U.S. Security Associates, Inc.


Rick Smith
Regional Manager

U.S. SECURITY ASSOCIATES, INC.

1224 PENNSYLVANIA ST. NE • 2ND FLOOR • ALBUQUERQUE, NEW MEXICO 87110
TELEPHONE 505.888.1788 • FAX 505.888.655 • WWW.USSECURITYASSOCIATES.COM

ATTACHMENT

Bid No. 12/22/B

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

"REQUEST FOR BID"

SECURITY SERVICES

for

CAJA DEL RIO LANDFILL

and

BUCKMAN ROAD RECYCLING AND TRANSFE STATION

BID # '12/22/B

BID DUE:

May 16, 2012

2:00 P.M.

PURCHASING OFFICE

CITY OF SANTA FE

2651 SIRINGO ROAD - BUILDING "H"

SANTA FE, NEW MEXICO 87505

TABLE OF CONTENTS

Advertisement for Bids.....	1
Bid Schedule.....	2
Information Bidders.....	3
Special Conditions.....	8
Specifications.....	10
Submittal Requirements.....	12
Bid Form.....	13
Attachments:	
Appendix A. Campaign Contribution Disclosure Form	
Appendix B. Living Wage Ordinance	
Appendix C. Sample Contract	

**ADVERTISEMENT FOR BIDS
BID NO. '12/22/B**

Bids will be received by the City of Santa Fe and will be delivered to City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H", Santa Fe, New Mexico 87505 **until 2:00 P.M. local prevailing time, May 16, 2012. Any bid received after this deadline will not be considered.** This bid is for the purpose of procuring:

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

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

The City of Santa Fe is an Equal Opportunity Employer and all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation or national origin. The successful bidder will be required to conform to the Equal Opportunity Employment regulations.

Bids may be held for sixty (60) days subject to action by the city. The city reserves the right to reject any or all bids in part or in whole. Bid packets are available by contacting: Shirley Rodriguez, City of Santa Fe, Purchasing Office, 2651 Siringo Road, Bldg. "H" Santa Fe, New Mexico 87505, (505) 955-5711.

ATTEST:

Robert Rodarte, Purchasing Officer

Received by the Santa Fe New Mexican on: 04/18/12

To be published on: 04/23/12

Received by the Albuquerque Journal on: 04/18/12

To be published on: 04/23/12

BID SCHEDULE

BID # '12/22/B

1. ADVERTISEMENT April 23, 2012
2. ISSUANCE OF BID'S April 23, 2012
3. RECEIPT OF BID:

May 16, 2012 at 2:00 P.M. local
prevailing time. Purchasing Office
2651 Siringo Road Bldg., "H"
Santa Fe, New Mexico 87505
(505) 955-5711

4. RECOMMENDATION OF AWARD
TO THE SOLID WASTE JOINT POWERS
BOARD:

June 21, 20112

INFORMATION TO BIDDERS

1. RECEIPT AND OPENING OF BIDS

The Santa Fe Solid Waste Management Agency (herein called "Agency"), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the City Purchasing Office until **2:00 P.M. local prevailing time, May 16, 2012**. At this time the City Purchasing Director will publicly open and read bid(s) aloud.

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

Bid number: '12/22/B

Title of the bid: Security Services for Caja Del Rio Landfill & Buckman Road Recycling & Transfer Station

Name and address of the bidder:

The Owner may consider informal any bids not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof.

2. PREPARATION OF BID

All blank spaces for bid prices must be filled in, ink or type written. If the bid is forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form. No alternate bids will be considered unless pre-approved (5) five days prior to the bid opening date by Robert Rodarte, Purchasing Officer.

3. BID SECURITY

None required.

4. LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

Liquidated damages are not applicable to this bid.

5. ADDENDA AND INTERPRETATIONS

No oral interpretations of the meaning of the specifications or other pre-bid documents will be binding. Oral communications are permitted in order to make an assessment of

need for an addendum. **ANY QUESTIONS CONCERNING THE BID SHOULD BE ADDRESSED PRIOR TO BID OPENING DATE.**

Every request for such interpretations should be in writing addressed to Robert Rodarte, Purchasing Officer, 2651 Siringo Road, Bldg. H, Santa Fe, New Mexico 87505 and to be given consideration must be received at least (5) five days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be delivered to all prospective bidders not later than three days prior to the date fixed for the opening of the bids. Failure of any bidder to receive any such addendum or interpretations shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the contract documents.

The City reserves the right to not comply with these time frames if a critical addendum is required or if the proposal deadline needs to be extended due to a critical reason in the best interest of the City of Santa Fe.

6. **POWER OF ATTORNEY**

Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

7. **LAWS AND REGULATIONS**

The bidders attention is directed to the fact that all applicable Federal Laws, State Laws, Municipal Ordinances, and the rules and regulations of all authorities having jurisdiction over said item shall apply to the bid throughout, and they will be deemed to be included in the bid document the same as though herein written out in full. In particular bidder is notified that criminal laws shall apply prohibiting bribes, gratuity and kick-backs.

8. **METHOD OF AWARD**

The award of the purchase agreement will be made to that vendor who meets or exceeds all specifications and provides the lowest total bid amount. However, delivery date, availability of stock, and complete analysis and comparison of specification details along with past experience of the City of Santa Fe with similar or related units, will be weighed in making a final decision of award.

No important deviation from the terms of this specification is acceptable. It is understood and agreed that the City of Santa Fe reserves the right to reject any and all bids, as authorized by law, and to award to other than the lowest bidder at its discretion, provided that it is in the best interest of the City of Santa Fe, if the CITY PURCHASING MANUAL and pertinent State Statutes are thereby served.

9. **PUBLIC INFORMATION**

All portions of the bid submittals will become public information. Proprietary information may be marked confidential, however, the City Purchasing Officer will

make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

10. **BRAND NAMES**

All brand names specified in this bid are to imply "or equal." Bidder should include enough information with the bid submitted so this determination can be made. The determination of the Purchasing Officer will make the final determination as to whether the portion of the bid is legitimately confidential information. Sections to be confidential should be clearly marked as such and readily separable from rest of the bid. In no case will a request for the entire bid to be confidential be considered.

11. **TAX EXEMPT**

The City of Santa Fe is tax exempt for state gross receipts taxes for the procurement of tangible personal property, but not for labor or services. A tax exempt certificate will be issued upon written request to the Purchasing Office.

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

A copy of the City of Santa Fe Ordinance No. 2003-8, passed by the Santa Fe City Council on February 26, 2003 is attached. The proponent or bidder will be required to submit the proposal or bid such that it complies with the ordinance to the extent applicable. The recommended Contractor will be required to comply with the ordinance to the extent applicable, as well as any subsequent changes to the Ordinance throughout the term of this contract.

13. **RESIDENT PREFERENCE**

INTENT and POLICY

The city recognizes that the intent of the state resident preference statute is to give New Mexico businesses and contractors an advantage over those businesses, manufacturers and contractors from outside the State of New Mexico. The underlying policy is to give a preference to those persons and companies who contribute to the economy of the State of New Mexico by maintaining businesses and other facilities within the state and giving employment to residents of the state (1969 OP. Att'y Gen. No. 69-42). The city also has adopted a policy to include a local preference to those persons and companies who contribute to the economy of the County of Santa Fe by maintaining businesses and other facilities within the county and giving employment to residents of the county.

APPLICATION-IN STATE AND OUT OF STATE BIDDERS

With acknowledgement of this intent and policy, the preference will only be applied when bids are received from in-state and county businesses, manufacturers and contractors that are within 5% of low bids received from out-of-state businesses, manufacturers and contractors (13-1-21 (A) -1-21 (F) and 13-4-2 (C) NMSA 1978).

To be considered a resident for application of the preference, the in-state bidder must have included a valid state purchasing certification number with the submitted bid.

Thus it is recommended that in-state bidders obtain a state purchasing certification number and use it on all bids, in order to have the preference applied to their advantage, in the event an out-of-state bid is submitted. In submitting a bid, it should never be assumed that an out-of-state bid will not be submitted.

For information on obtaining a state purchasing certification number, the potential bidder should contact the State of New Mexico General Service Department-Purchasing Office (Joseph Montoya Building-1100 S. St. Francis Drive 87505, 827-0472).

All resident preferences shall be verified through the State Purchasing Office. Applications for resident preference not confirmed by the State Purchasing Office will be rejected. The certification must be under the bidder's business name submitting the bid.

NON-APPLICATION-COMPETING IN-STATE BIDDERS

If the lowest responsive bid and the next responsive bids within 5% of the lowest bid, are all from the state of New Mexico, then the resident preference will not be applied and the state purchasing certification number will not be considered. To be considered an in-state bidder in this situation, the bidders must meet the definition criteria of Chapter 13-1-21 (A) (1) and Chapter 13-4-2 (A) NMSA 1978. After examining the information included in the bid submitted, the City Purchasing Officer may seek additional information of proof to verify that the business is a valid New Mexico Business. If it is determined by the City Purchasing Officer that the information is not factual and the low responsive bid is actually an out-of-state bidder and not a New Mexico business, then the procedures in the previous section may be applied.

If the bidder has met the above criteria, the low responsive "resident" bid shall be multiplied by .95. If that amount is then lower than the low responsive bid of a "non-resident" bidder, the award will be based taking into consideration the resident preference of 5%.

The PREFERENCE FACTOR for resident preference applied to bids shall be .95.

Bids for Goods and Services. When bids for the purchase of goods or services pursuant to Section 22 are received, the lowest responsive bid received from those bidders in the first category listed below shall be multiplied by the Preference Factor. If the resulting price of that

bid receiving the preference is lower than or equal to the lowest bid of all bids received, the contract shall be awarded to that bidder receiving the preference. If no bids are received from bidders in the first category, or if the bid receiving the preference does not qualify for an award after multiplication by the Preference Factor, the same procedure shall be followed with respect to the next category of bidders listed to determine if the bid qualifies for award.

Qualifications for Resident Preference. No resident business or manufacturer, as defined, shall be given any preference in the awarding of contracts for furnishing goods or services to the city, unless it shall have qualified with the State Purchasing Agent as a resident business or manufacturer and obtained a certification number as provided in Section 13-1-22 NMSA 1978. The certification number must be submitted with its bid for an offeror to qualify for this preference. The Central Purchasing Office shall determine if a resident preference is applicable to a particular offer on a case by case basis.

Limitation. No offeror shall receive more than a 5% for resident preference pursuant to this section on any one offer submitted. A bidder may not claim cumulative preferences.

Application. This section shall not apply to any purchase of goods or services when the expenditure of federal and/or state funds designated for a specific purchase is involved and the award requirements of the funding prohibit resident preference. This shall be determined in writing by the department with the grant requirements attached to the Purchasing Office before the bid or request for proposals is issued.

New Mexico Resident Preference Number (if applicable) _____

SPECIAL CONDITIONS

1. **GENERAL**

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

2. **ASSIGNMENT**

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

3. **VARIATION IN SCOPE OF WORK**

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

4. **DISCOUNTS**

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

5. **TAXES**

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

6. **INVOICING**

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

(B) Invoice must be submitted to ACCOUNTS PAYABLE and NOT THE CITY PURCHASING AGENT.

7. **METHOD OF PAYMENT**

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

8. **DEFAULT**

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

9. **NON-DISCRIMINATION**

By signing this City of Santa Fe bid or proposal, the vendor agrees to comply with the Presidents Executive Order No. 11246 as amended.

10. **NON-COLLUSION**

In signing this bid or proposal, the vendor certifies he has not, either directly or indirectly, entered into action in restraint of full competition in connection with this bid or proposal submittal to the City of Santa Fe.

SPECIFICATIONS
'12/22/B
SECURITY SERVICES FOR CAJA DEL RIO LANDFILL AND
BUCKMAN ROAD RECYCLING AND
TRANSFER STATION

Background

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

Services

Security Services shall include, but not be limited to:

- A. Shall have, at a minimum, one consistent employee with a four wheel patrol supplied by the contractor. Unit must have a spot light and emblem of the contractor.
- B. Security must immediately notify the fire department, sheriff's department, and director/managers of the Caja del Rio Landfill (Landfill) and/or Buckman Road Recycling and Transfer Station (BURRT) of any emergency.
- C. The contractor shall follow security industry standards in performing the work covered by this agreement and shall provide written reports to the Agency of all activity the contractor observes in the course of performing that work.
- D. The hours of security services (the shift) will be from 4:30 p.m to 3:30 a.m Monday through Sunday. These hours are subject to change upon seven (7) days notice to the contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the shift. Agency situations may require shorter notice, to be negotiated.
- E. At the beginning of the shift the contractor will be stationed at the front gate to deter and incoming cash-paying hauler after 4:30 p.m. The contractor shall be station at or about 6:00 p.m. for one hour, to deter any residential traffic.
- F. After the Landfill staff, leave the facility, the contractor shall make periodic checks of the administration offices, scale house, maintenance building and other areas of the landfill to ensure that they are locked and secured.
- G. The contractor shall perform three (3) perimeter checks of the landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.
- H. The contractor is required to turn off any heavy equipment that is left running if all the landfill employees have left the facility.
- I. The contractor shall provide security at BURRT during the end-of -the shift closings from 5:00 p.m. to 6:00 p.m.
- J. The contractor shall patrol BURRT three (3) times throughout the night at different times randomly.
- K. The contractor shall provide location reads for each patrol at the BURRT.

- L. The contractor shall have answering service 24 hours a day. The contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. The contractor shall provide investigative services if and when required.
- N. The contractor shall supply professional uniforms for the employees it assigns to perform the work covered by the agreement.
- O. The contractor will not allow any person who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.
- P. At no time shall the contractor or its employees accept compensation of any kind from patrons of the Landfill or BURRT.
- Q. The Contractor shall only allow people to perform the Agency who:
 - 1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, 61-27B-1 et seq.
 - 2. Are registered, and in good standing with the New Mexico Bureau of Private Investigators.
 - 3. Are trained in standard security industry practices and have excellent work history.
 - 4. Have a minimum of six (6) months experience in police or security service.
 - 5. Are able to read and write English clearly.
 - 6. Can be relied upon to articulate themselves clearly and coherently in an emergency situation.
 - 7. Possess the ability to pass and annual fitness examination including, but not limited to, drug and alcohol testing by a licensed physician.
 - 8. Possess CPR and First Aid certification as set forth by the American Red Cross or equivalent association.
 - 9. Possess a valid New Mexico driver's license.
- R. The contractor shall not assign, reassign, promote, transfer or terminate and employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

BID SUBMITTAL REQUIREMENTS

'12/22/B

1. Firm identification including transmittal letter from bidder with authorized signature. Include firm name and address, and the name and telephone number of the contract person.
2. Qualifications as demonstrated by experience. Document relevant expertise, and qualifications and experience via similar accounts/projects. Demonstrated expertise must include projects with characteristics substantially similar to the proposed project.
3. Copy of City of Santa Fe Business License.
4. Copy of State of New Mexico CRS Tax Identification Number.
5. Summary of insurance/liability coverage.

**CITY OF SANTA FE
BID FORM
BID # '12/22/B**

EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** of these specifications, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a. ☐ All specifications, terms and conditions are met.
- b. ☐ Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative:

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed:

_____ calendar days.

Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

TOTAL BID AMOUNT ANNUALLY INCLUDING HOLIDAYS FOR 365 DAYS 77 HOUR PER WEEK:

\$ _____

HOURLY RATE: \$ _____

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Firm

Address

Authorized Signature

Print Name

Position

Phone Number

Fax Number

DATE

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____
TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

APPENDIX A

Campaign Contribution Disclosure Form

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

"Applicable public official" means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

"Family member" means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

"Pendency of the procurement process" means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

"Person" means any corporation, partnership, individual, joint venture, association or any other private legal entity.

"Prospective contractor" means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

"Representative of a prospective contractor" means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Names of Applicable Public Official: Board Members of the Santa Fe Solid Waste Management Agency's Joint Powers Board - Santa Fe Councilors _____ and _____; Santa Fe County Commissioners Kathy Holian, Daniel "Danny" Mayfield, and Virginia Vigil.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

APPENDIX B
Living Wage Ordinance

APPENDIX C
Sample Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and _____ ("the Contractor") for SECURITY SERVICES AT THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION (RFP # '08/XX/P) as described below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

Contractor shall provide the following scope of services for the Agency:

- A. The Contractor shall have, at a minimum, one consistent security guard with a four-wheel-drive patrol vehicle. The vehicle must be equipped with a spot light and have an emblem designating the Contractor.
- B. The Contractor must immediately notify the fire department, sheriff's department, and the Executive Director and appropriate managers of the Caja del Rio Landfill ("Landfill") and/or Buckman Road Recycling and Transfer Station ("BuRRT") of any emergency.
- C. The Contractor shall follow security industry standards in performing the work covered by this Agreement and shall provide written reports to the Agency on all activity the Contractor observes in the course of performing that work.
- D. The hours of security services (the "Shift") will be from 4:30 p.m. to 3:30 a.m. Monday through Sunday at the Landfill. These hours are subject to change upon seven (7) days notice to the Contractor, and proposed changes shall be subject to negotiation between the parties. Emergency situations may require shorter notice of a change in the Shift.

- E. At the beginning of the Shift, the Contractor shall be stationed at the front gate of the Landfill to deter any incoming cash-paying hauler after 4:30 p.m. The Contractor shall be stationed at the front gate until a majority of the Landfill personnel leave the facility at or about 6:00 p.m.
- F. After the Landfill employees leave the facility, the Contractor shall make periodic checks of the administration offices, scale house, maintenance building and other areas of the Landfill to ensure that they are locked and secured.
- G. The Contractor shall perform a minimum of three (3) perimeter checks of the landfill throughout the night between 7:00 p.m. and 3:30 a.m. A perimeter check includes both the perimeter dirt road and access roads.
- H. The Contractor is required to turn off any heavy equipment that is left running if all the landfill employees have left the facility.
- I. The Contractor shall provide security at BuRRT during the end-of-shift closings from 5:00 p.m. to 6:00 p.m.
- J. The Contractor shall patrol BuRRT three (3) times throughout the night at different times randomly.
- K. The Contractor shall provide location reads for each patrol at BuRRT.
- L. The Contractor shall have answering service 24 hours a day. The Contractor shall respond to all telephone inquiries in a timely manner and immediately in the event of an urgent matter requiring attention.
- M. The Contractor shall provide investigative services if and when required.
- N. The Contractor shall supply professional uniforms for the employees it assigns to perform the work covered by this Agreement.

O. The Contractor shall not allow any person who has been convicted of a felony or crime of moral turpitude to perform work for the Agency.

P. At no time shall the Contractor or its employees accept compensation of any kind from patrons of the Landfill or BuRRT.

Q. The Contractor shall only allow people to perform work for the Agency who:

1. Are licensed and in compliance with the Private Investigations Act, NMSA 1978, § 61-27B-1 et seq.
2. Are registered, and in good standing with the New Mexico Bureau of Private Investigators.
3. Are trained in standard security industry practices and have excellent work history.
4. Have a minimum of six (6) months experience in police or security service.
5. Are able to read and write English clearly.
6. Can be relied upon to articulate themselves clearly and coherently in an emergency situation.
7. Possess the ability to pass an annual physical fitness examination including, but not limited to, drug and alcohol testing by a licensed physician.
8. Possess CPR and First Aid certifications as set forth by the American Red Cross or equivalent association.
9. Possess a valid New Mexico driver's license.

R. The Contractor shall not assign, reassign, promote, transfer or terminate an employee that has performed work for the Agency without providing the Agency with notice 48 hours in advance.

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor a sum not to exceed XX Dollars and XX Cents (\$XX.XX) including applicable New Mexico gross receipts tax, broken down as follows:

Fee for Professional Services	\$XX.XX
New Mexico Gross Receipts Tax	\$XX.XX
Total.....	\$XX.XX

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

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

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2009, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement comprehensive general liability insurance of \$1,000,000 for each occurrence and \$2,000,000 in general aggregate coverage for bodily injury and property damage liability, in a form and with an insurance company acceptable to the Agency. The Agency

shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall also obtain and maintain Workers' Compensation insurance in accordance with New Mexico 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.

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

13. INDEMNIFICATION

Contractor shall indemnify, hold harmless and defend the Agency from all losses, damages, claims or judgments, including payment of all attorneys' fees and costs on account of any suit, judgment, execution, claim, action, or demand whatsoever arising from the negligent acts, errors, or omissions, or willful 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 "public employees" as defined in the New Mexico Tort Claims Act do not waive sovereign immunity, any available defense, or any limitation of liability recognized by law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin,

ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR:

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

AGENCY:

CONTRACTOR:

Virginia Vigil
Chairperson

Name
Company

DATE: _____

DATE: _____

APPROVED AS TO FORM:

NM Taxation & Revenue CRS No.
xxxxxx

Mark T. Baker
Agency Attorney

City of Santa Fe Business
Registration No. xxxx

ATEST:

Valerie Espinoza
County Clerk

ATTACHMENT 2
Living Wage Ordinance

Living Wage Ordinance

Ordinance Number §28-1 28-1.12 SFCC 1987

Purpose:

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

Who it affects:

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

Compliance:

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

Prohibitions against retaliation and circumvention:

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

Enforcement; Remedies:

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

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

Posting and Publication:

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

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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *(RLK)*
Date: June 15, 2012
Subject: Discussion with Possible Action to Amend the By-Laws and Operating Procedures for the Solid Waste Advisory Committee.

On November 17, 2011, the Board requested a review of the by-laws and operating procedures for the Solid Waste Advisory Committee (SWAC) to consider implementing term limits for members serving on the SWAC.

The Agency proposes a term of two (2) years for 16 members from the 13 different sectors that are not the City of Santa Fe, Santa County and the Agency. The term is January 1, 2012 to December 31, 2013. Members may, at the end of their term, request to be re-appointed to the SWAC by the Board.

The Agency also proposes changes to the by-laws and operating procedures to:

- reflect the "implementation" of the comprehensive solid waste plan that was prepared jointly by the City, County and Agency; and
- bring forward the SWAC to assist the said entities with the implementation of the plan.

The matter is before the Board for discussion and possible action to amend the by-laws and operating procedures for the Solid Waste Advisory Committee.

Attachments: Proposed By-Laws and Operating Procedures for the SWAC
Redline Version of 2010 By-Laws and Operating Procedures for the SWAC

M:\Memo\Memo.061512.3.wpd

ATTACHMENT

Proposed By-Laws and Operating Procedures for the SWAC

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

1. NAME

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

2. MISSION AND PURPOSE

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

3. MEMBERSHIP

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

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

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

4. MEMBERS DUTIES AND EXPECTATIONS

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

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

5. MEETINGS

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

6. VOTING MEMBERS

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

7. QUORUM

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

8. DECISION – MAKING METHOD

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

9. GUIDELINES FOR COMMUNITY RELATIONS

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

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

ATTACHMENT

Redline Version of 2010 By-Laws and Operating Procedures for the SWAC

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

1. NAME

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

2. MISSION AND PURPOSE

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

~~More specifically, the main role / functions of the SWAC are as follows:~~

- ~~• Review draft text~~
- ~~• Offer comments, revisions~~
- ~~• Provide differing perspectives~~
- ~~• Identify and resolve issues~~
- ~~• Make sure agenda for action is realistic, pragmatic~~
- ~~• Express commitment to Final Plan~~
- ~~• Encourage formal adoption / approval of Final Plan by appropriate decision – makers~~

~~In summary, the overall purpose of the SWAC meetings is to build common understanding, support, and consensus for the central findings, conclusions, and recommendations of the CSWMP.~~

3. MEMBERSHIP

~~As presented in the attached SWAC Membership List~~ As listed below, there are 16 different sectors represented on the SWAC by 21 individuals:

<u>Sector</u>	<u>Number of Representatives</u>
• <u>A</u> - Santa Fe Solid Waste Management Agency	1
• <u>B</u> - City of Santa Fe	2
• <u>C</u> - Santa Fe County	2
• <u>D</u> - City At – Large Resident	2

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

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

4. MEMBERS DUTIES AND EXPECTATIONS

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

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

5. MEETINGS

5a.1 Tentative agenda, time, and location for the next SWAC meeting[s] shall be set at the end of each meeting.

5b.2 Minutes shall be a summary of the actual discussions and proceedings that transpired at the SWAC meeting.

5c.3 _____ Minutes shall be distributed to all members and interested persons who have requested to be on the mailing list prior to the next scheduled meeting.

5d.4 SWAC members may submit clarification of their own comments, positions, votes or other member activity at the next regularly scheduled meeting for inclusion in the minutes of the meeting being clarified.

6. VOTING MEMBERS

The representative of the SFSWMA is considered to be a non – voting member of the SWAC. The City of Santa Fe and Santa Fe County have two voting members each. All the other sectors

of the SWAC identified in Section 3 have voting members equal to the number of representatives assigned. Therefore there are ~~19~~ 20 voting members of the SWAC.

7. QUORUM

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

8. DECISION – MAKING METHOD

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

9. GUIDELINES FOR COMMUNITY RELATIONS

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

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RK*
Date: June 17, 2012
Subject: Discussion with Possible Action to Amend the Membership of the Solid Waste Advisory Committee.

The Solid Waste Advisory Committee (SWAC) currently has two vacant positions, one within the County At-Large Resident Sector and the other in the Business Group Sector. The Agency has received interest and biographies from four qualified individuals that have expressed interest in serving on the SWAC. It would benefit the SWAC to have the new appointments made before the next quarterly SWAC meeting tentatively scheduled for either July or August.

County-at-Large Resident: The County At-Large Resident position has two applicants. Andrew Leyba is a native Santa Fe resident who has lived near the Caja del Rio Landfill for the past 12 years. Karen Sweeney is a member of the Sustainable Eldorado Residence Alliance (SERA Recycles!) and has had many years experience in the recycling field. Both applicants are very interested in serving on the SWAC.

Business Group: The Business Group Sector position was previously represented by the Santa Fe Small Business Alliance(SFSBA). As of current, SFSBA is no longer in existence and therefore does not have a representative. Kim Shanahan is currently the representative for the Sustainable Santa Fe Commission (SSFC), and recommends that the Santa Fe Area Home Builders Association (SFAHBA) represent the Business Group Sector. Mr. Shanahan would like to relinquish his current SWAC position for SSFC, and continue to serve on the SWAC as the Business Group representative for SFAHBA. Mr. Shanahan is the Executive Officer for SFAHBA, which is a progressive trade association comprised of 450 member businesses. SFAHBA feels that the request is very relevant given the disproportionate volume of construction and demolition waste that enters the landfill.

Sustainable Santa Fe Commission: If Mr. Shanahan's request is fulfilled, the Sustainable Santa Fe Commission recommends Louise Pape to serve as the new representative on the SWAC under this sector. Mrs. Pape has many years experience in sustainability and was one of the co-authors of the Sustainable Santa Fe Plan.

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

Attachments: SWAC Membership List
Biographies of Nominees for Solid Waste Advisory Committee

ATTACHMENT
SWAC Membership List

Santa Fe Solid Waste Management Agency (SFSWMA)

Solid Waste Advisory Committee (SWAC)

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

ATTACHMENT

Biographies of Nominees for Solid Waste Advisory Committee

Andrew M. Leyba
PO BOX 2511

Santa Fe, NM 87504

May 18, 2012

Virginia Vigil

Chair Santa Fe Solid Waste Management
Agency, Joint Powers Board

Dear Ms. Vigil:

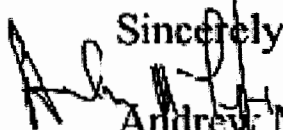
I am very interested in filling a vacant position on the Solid Waste Advisory Committee (SWAC). As an area resident who lives near the Landfill I would be honored to help make decisions on how to conserve and extend the life of the landfill through recycling and other operational issues.

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

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

Office: (505) 316-1228

Sincerely,


Andrew M. Leyba

16 Esquila Road
Santa Fe NM 87508
May 22, 2012

Virginia Vigil, County Commissioner
Chair, Santa Fe Solid Waste Management Agency, Joint Powers Board

Dear Commissioner Vigil:

I am interested in filling a vacant county position on the Solid Waste Advisory Committee (SWAC). As you can see from my enclosed resume I have been employed in and actively volunteered in the solid waste and recycling fields over many years. I am happy to provide specific references for those positions if you would like them.

I worked in Wyoming when recycling in many communities was a fledgling operation and thus there were many challenges. Wyoming experiences many of the same barriers to recycling as New Mexico in terms of distance to markets, etc., but based on the dedication of many volunteers and solid waste employees, there were many successes which continue to inspire me today.

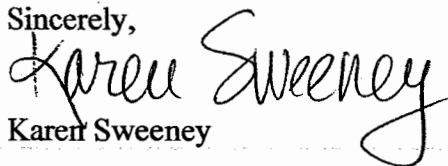
In Boulder CO I had the good fortune to volunteer with EcoCycle and more importantly to benefit as a resident from their aggressive community operations.

I have lived in Santa Fe for the second time during the last almost nine years. I recently joined with SERA Recycles! in the Eldorado community. In one year SERA Recycles! has made enormous strides in raising awareness and increasing recycling opportunities in this community.

So I am committed to improving all aspects of the management of solid waste, which includes of course strengthening recycling opportunities and much more. I think anyone who has worked with me is aware of my commitment to carrying out those duties to which I am assigned. I look forward to bringing my experiences and dedication to the work of the Solid Waste Advisory Committee.

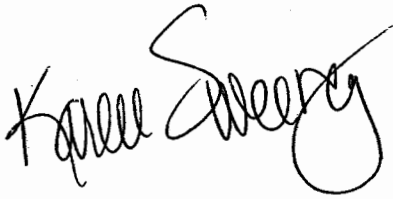
Thank you for your consideration of my request to serve on this committee. Please contact me if you need any additional information or references. I can be reached at the following: home 505-466-9797; cell 505-577-7379; ksweeney99@yahoo.com.

Sincerely,


Karen Sweeney

Karen Sweeney Resume - May 2012

Karen Sweeney
16 Esquila Road
Santa Fe, New Mexico 87508
505-466-9797 *ksweeney99@yahoo.com*



Employment History (abbreviated to relevant items; currently "retired")

October 2003 – April 2008

National Center for Frontier Communities, Santa Fe

March 1997--May 2001

Wyoming Solid Waste and Recycling Association
newsletter editor and assistant to board of directors
Edited quarterly newsletter for state association devoted to solid waste and recycling issues. Contact with municipal leaders who creatively overcame solid waste issues related to remote geography and low population.

October 1995--December 1996

New Mexico Legislative Council Service
State Capitol, Santa Fe NM
Proofread legislation and reports prepared by Legislative Council Service.

June 1985--January 1995

Boulder, CO District Attorney Office of Consumer Affairs

Volunteer Service

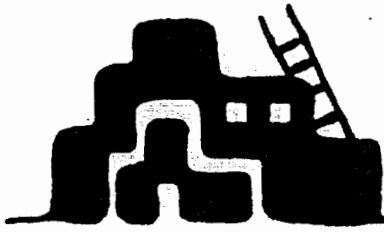
February 2012 – present. SERA Recycles! Local recycling effort in the Eldorado community of Santa Fe County.

August 2010 – present. HOSTS Program, Cesar Chavez Community School, Santa Fe.
Assist 1-3 grade students with reading preparation, one day/week.

Spring 2002. EcoCycle, Boulder, CO. Worked on zero waste manual for public events.

June 1998--May 2001. Lander Recycles, Lander, Wyoming

Assisted in establishing recycling opportunities in this community of 7500 people. Wrote three successful grant applications for community education about recycling; worked with state and county leaders to establish a glass recycling program; worked with private trash hauler and a local business to establish a satellite recycling collection center; assisted with development of post office recycling program.



*Santa Fe Area
Home Builders
Association*

Kim Shanahan
Executive Officer
Santa Fe Area Home Builders Association
1409 Luisa St. Suite A
Santa Fe, NM 87509

May 23, 2012

Commissioner Virginia Vigil
Chair, Santa Fe Solid Waste Management Agency – Joint Powers Board

Dear Commissioner Vigil,

The Solid Waste Advisory Committee (SWAC), per its bylaws, has two voting seats for local business organizations. One is filled by the Santa Fe Chamber of Commerce and one was filled by the Santa Fe Small Business Alliance. Because of the demise of the Alliance, there is a vacancy for the second seat reserved for business organizations.

The Santa Fe Area Home Builders Association (SFAHBA) would like to be considered as the proper business organization to fill that vacancy. This request is particularly relevant given the disproportionate volume of construction and demolition waste that flows into our landfills. As a progressive trade association comprised of 450 member businesses, we believe our representation on SWAC to be necessary.

I have personally sat on SWAC as a voting member since its inception as a representative of the Sustainable Santa Fe Commission (SSFC) and participated in the development of the recently adopted plan. I am very familiar with the details of solid waste issues and have been a strong advocate for diversion, re-use and recycling of construction-related waste.

I seek now to relinquish my position representing SSFC but wish to continue with SWAC activities by representing SFAHBA on SWAC. SSFC will appoint a replacement for me should our request for SFAHBA to replace the Alliance on SWAC be granted.

Thank you for your consideration.

Respectfully,

Kim Shanahan
Santa Fe Area Home Builders Association

Santa Fe Area Home Builders Association

(505) 982-1774 • FAX (505) 982-0238 • 1409 Luisa St., Suite A • Santa Fe, New Mexico 87505 • www.sfahba.com

2300 W Alameda St., B-5
Santa Fe, NM 87507
May 20, 2012

Virginia Vigil
Chair Santa Fe Solid Waste Management Agency, Joint Powers Board

Dear Ms. Vigil:

I am interested in filling the position being vacated on the Solid Waste Advisory Committee (SWAC) by Kim Shanahan and held by the Sustainable Santa Fe Commission. I have been a member of the Commission for over 6 years and was one of the co-authors of the *Sustainable Santa Fe Plan*. I have also served on the New Mexico Governor's Technical Working Group for Climate Change and Agriculture.

For years, I was a corporate Environmental Planner for an international corporation called VeriFone. With several thousand employees and corporate offices all over the world, we were able to set new standards for a wide variety of environmental improvements.

I now live in a community of 28 homes called the Commons and am the Recycling Coordinator. We are able to achieve approximately 50% to 60% diversion from the waste stream on a consistent basis, and would like to aim higher.

Personally, I have gotten down to less than a trash can a year for our home waste. To help others, I have created a group game called "*One Trash Can a Year*" to increase understanding of how to reduce waste and have given this session both in Santa Fe and Los Alamos. I also wrote an unpublished small booklet of the same title. On the climate news service and website I have edited for years, *ClimateToday.org*, we often include the latest news on reducing consumption and waste.

Last year the Carbon Economy Series has an excellent weekend workshop entitled "Zero Waste Community Planning" lead by Gary Liss which I attended.

Thank you for your consideration. I can be reached at either LouisePape@aol.com or ClimateToday@aol.com or by phone at Tel: 471 3331.

Respectfully,



Louise Pape
Sustainable Santa Fe Commission

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director RUK
Date: May 11, 2012
Subject: Discussion with Possible Action to Continue Funding Catalog Choice, a Website for Santa Fe Residents to Manage Unwanted Junk Mail, Catalogs, and Phone Books (Lisa Merrill).

BACKGROUND AND SUMMARY:

On May 19, 2011, the Board approved the Agency to enter into a professional services agreement with Catalog Choice, a non-profit organization, for a one-year pilot program for \$10,000 for a recycling program to reduce unwanted junk mail, catalogs and phone books delivered to citizens and businesses.

Since the Santa Fe Catalog Choice website launched on July 20, 2011, there have been 839 new accounts created by businesses and residents in the City of Santa Fe and Santa Fe County. The new accounts have opted-out of 9,508 unwanted mailers, averaging 11-12 opt-outs per account holder, costing an average of \$11.92 per account, or \$1.05 per opt-out. In late April 2012, Catalog Choice ranked Santa Fe second (based on residents per 1,000 households) among U.S. cities participating in Catalog Choice and opting out of unwanted mail.

The addition of new accounts and opt-outs were greatly increased for that particular day or week when the City, Agency, or County, advertised Catalog Choice. Press releases on the Catalog Choice website launch helped create 216 accounts during the last 11 days of July 2011. The City put an ad in the Santa Fe New Mexican Green Line on October 20, 2011, which helped to create 20 new accounts and 178 opt-outs that day. Catalog Choice website cards were passed out at the Recycle Santa Fe Fashion Show and Art Fair during November 11-13, 2011, which helped create over 300 opt-outs that week. The City put an ad in the March edition of the Green Fire Times and recorded a Catalog Choice radio ad that aired the first two weeks of March on 6 different local stations. Additionally, the Santa Fe New Mexican wrote an article about Santa Fe ranking # 2 in opt-outs around the Nation, which helped create 74 more accounts that day.

The professional services agreement with Catalog Choice will terminate on June 30, 2012 unless it is renewed. If the agreement is renewed for an additional year, the annual operating cost will be \$10,000. If the agreement is not renewed, users will be redirected to www.catalogchoice.org if they try to go to the previous website santafe.catalogchoice.org. Residents and businesses with active account(s) will not lose any information or account status if the agreement is not renewed.

ACTIONS REQUESTED:

The matter is before the Board to renew or terminate the agreement with Catalog Choice.

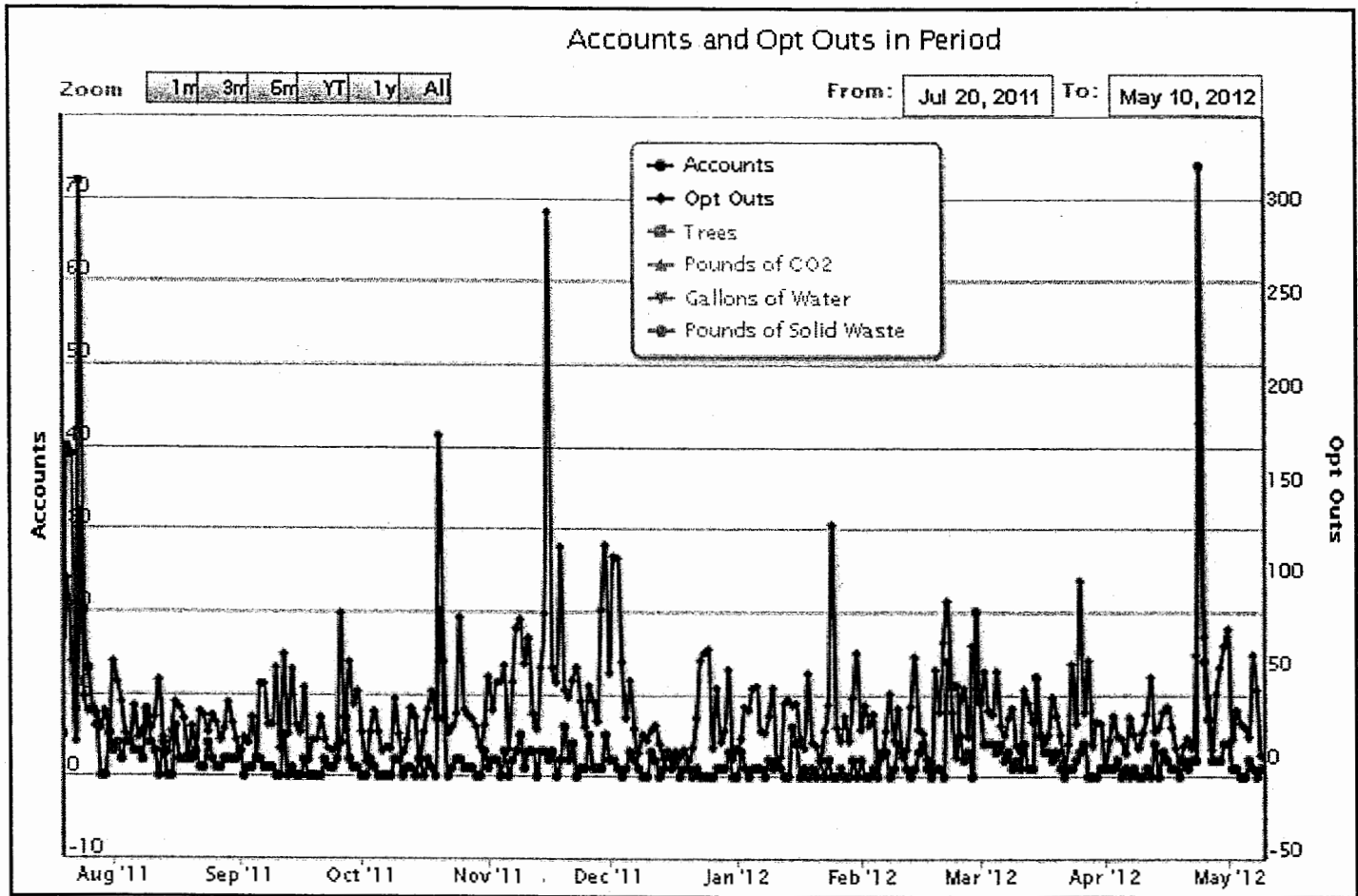
Attachments: Account and Opt-outs by Location (7/20/2011-present)
Account and Opt-outs by Time (7/20/2011 – present)
Santa Fe New Mexican Newspaper Article, dated April 23, 2012
Professional Services Agreement

Memo:/Memo051112.3

Attachment 1 - Account and Opt-outs by Location (7/20/2011-present)

Postal code	Accounts	Opt-Outs	Trees	COs (lbs.)	Water (gals.)	Solid Waste (lbs.)
87510	5	95	4	1,385	3,335	481
87511	7	128	5	1,837	4,424	832
87518	0	5	1	72	176	25
87521	182	1,583	58	21,374	55,579	8,180
87522	19	111	1	2,547	5,312	112
87523	0	0	0	0	0	0
87524	13	307	11	4,475	10,777	1,543
87525	212	2,838	80	57,809	88,130	13,120
87528	52	1,046	33	15,232	38,304	5,400
87527	122	877	38	14,241	34,297	5,040
87530	210	2,236	71	22,682	78,482	11,554
87539	0	0	0	0	0	0
87536	4	37	2	540	1,298	112
87540	15	229	8	3,338	8,039	1,184
87547	0	4	1	132	316	47
87574	7	81	3	880	2,042	318
87582	4	18	1	234	582	87
87584	3	82	3	1,088	2,879	424
	820	9,508	142	118,535	333,775	48,517

Attachment 2 - Account and Opt-outs by Time (7/20/2011 – present)



Attachment 3

SANTA FE+NEW MEXICAN.com

Santa Fe rates high on no-junk-mail list

By Sandra Baltazar Martinez | The New Mexican
4/23/2012

A nonprofit group that helps people avoid getting junk mail says it has had an enthusiastic response from Santa Fe area residents.

Catalog Choice, based in Berkeley, Calif., on Monday released a top-20 list of "most mail-efficient metro areas" for March.

Santa Fe ranks second based on residents per 1,000 households opting out of receiving unwanted catalogs, coupons and credit-card solicitations in their mailboxes.

Executive director Chuck Teller said that Santa Fe residents who signed up with his company decided to decline advertisements from an average of 15 marketing lists.

"Santa Fe is doing a great job of getting the word out," Teller said. "Everybody gets junk mail, but not everyone knows what to do about it."

The city of Santa Fe and the Santa Fe Solid Waste Management Agency helped draw attention to the nonprofit by announcing support for the program last July.

The 20 cities on the list collectively opted to get off more than 30,000 marketing lists, saving about 170,000 pounds of solid waste and more than 1,000 trees per year. Teller said the U.S. Postal Service's Every Door Direct Mail option -- a business strategy that allows companies to specifically target areas by Zip code -- seeks to promote its services, but many residents want to "put an end to the junk."

Peter Hass, spokesman for the Postal Service in Phoenix, said "junk" is not the correct way to describe the direct-mail advertisements businesses use via the Every Door Direct Mail service.

"It's certainly a winner," Hass said. "It helps drive local economy."

The Postal Service understands that people opt out of marketing lists for convenience, Hass said. The Postal Service doesn't have an opt-out service, he said, because "when someone pays postage, it is our job to deliver it."

The Postal Service handles 40 percent of the world's mail, and while there has been a drop in volume during the age of increased digital communications, he doesn't see people opting out of direct-mail advertising as a major factor. "It's been the economy," he said, "its overall state."

Catalog Choice's online service is free, as is its Mailstop Mobile option. People sign up and chose which companies they don't want to send them advertising. But if people request Catalog Choice's Mailstop Shield service, which gives them power to call national brokers to suppress an address from a list, then Catalog Choice charges \$20 a year.

Catalog Choice isn't the only opt-out service. The Direct Marketing Association's Mail Preference Service also has free online registration.

Contact Sandra Baltazar Martínez at 986-3062 or 1 2 1 ez@sfnewmexican.com

ATTACHMENT

Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY

PROFESSIONAL SERVICES AGREEMENT

(Catalog Choice - 2011)

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and Catalog Choice, Berkeley, CA (the "Contractor") for the deployment and management of a co-branded Consumer Mail and Phonebook Choice website service for the Agency, City of Santa Fe, and Santa Fe County as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Ten Thousand Dollars and No Cents (\$10,000.00).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on June 30, 2012, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

account of any suit, judgment, execution, claim, action, or demand whatsoever to the extent arising from the negligent acts, errors, or omissions, or willful and reckless disregard of obligations under this Agreement, in the performance of any services covered by this Agreement, whether occurring on Agency managed or owned property or otherwise, by Contractor or its employees, agents, representatives, or subcontractors, excepting only such liability that arises out of the Agency's negligence.

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. SEVERABILITY

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

22. NOTICES

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

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

CONTRACTOR: Mr. Chuck Teller
Executive Director
Catalog Choice
1845 Berkeley Way
Berkeley, CA 94703

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Rosemary Romero
Rosemary Romero
Chairperson

5/27/11
Date:

ATTEST:

Yolanda Y. Vigil
Yolanda Y. Vigil
Santa Fe City Clerk

CONTRACTOR:

Chuck Teller
Chuck Teller
Catalog Choice
Executive Director

5/25/11
Date:

APPROVED AS TO FORM:

Justin W. Miller
Justin W. Miller
Agency Attorney

5/24/11
Date:

Exhibit A
Scope of Work

Mr. Randall Kippenbrock
Santa Fe Solid Waste Management Agency
Santa Fe, NM 87504

Monday, May 23, 2011

Dear Randall:

Catalog Choice is pleased to submit the following scope of work and budget to the Santa Fe Solid Waste Management Agency, in association with the City and County of Santa Fe, to deploy a co-branded Consumer Mail and Phonebook Choice service for all three agencies. Below I have included a short overview of our organization and the program, our scope of work, an updated ROI analysis and baseline data for the County. You can pull out the scope and any other material below to be added to the agreement professional services agreement as we discussed.

Program Overview

Catalog Choice, a 501(c)3 nonprofit corporation, has developed an innovative zero waste program that allows citizens and businesses to reduce unwanted mail and phone books delivered to their home or workplace. The Consumer Choice service is an online service that your residents and businesses can use to remove their names from direct marketing mailing lists and phonebook distribution lists. The primary service allows a citizen of your community to search for the title of a company and opt-out of their marketing material at no cost. Businesses that use direct mail as a marketing tool can also activate a free account to manage their presence on Catalog Choice, provide opt-out and opt-down choices to their customers, and use our secure service to efficiently integrate consumer choices into their business practices.

Recent Success

We recently launched our sponsored service in six communities across the United States. The most recent site was launched in association with the City of Seattle. In less than one week, we have processed over 100,000 opt-out choices and more than doubled the participation in the City of Seattle by adding over 16,000 new accounts. Furthermore, CBS Early Show recently profiled our service as the leading junk mail removal site in the United States.

Donations and Premium Services

As we have discussed, Catalog Choice will remove the donation request from the home page and interior pages of the site. In order to offset the cost of running the service and keep the annual fee for our community partners low, Catalog Choice provides optional premium services to its members that make it even easier to protect their privacy and reduce unwanted mail. Our first premium service, the Unlisting Service is a "valet" level program in which Catalog Choice will submit opt-out requests on behalf of the Member to the top Data Brokers. Information about the Unlisting Service is available here (<http://blog.catalogchoice.org/2010/09/18/whats-covered-in-the-unlisting-service/>). We are developing a new premium service, referred to as MailStop, in which we provide preaddressed envelopes that individuals can use to send us their junk mail and we will opt-out on their behalf. This program is in development. Information about MailStop is available at <http://www.mailstopenvelope.com>. Currently, our premium services are provided as a benefit of a donation. We are in the process of repurposing these services as an optional fee service not associated with a donation.

The cost proposal set forth our agreement that Catalog Choice will be permitted to offer premium services to members who use the Santa Fe sponsored site. Catalog Choice will develop a revised home page and review it with your Agency. For selected interior pages of the site, we will propose new text to redirect users of the service to other web pages where they can learn about our premium services additional tools to protect their privacy and reduce unwanted mail. We will review these changes with your Agency before adding them to the site.

The benefits of deploying the sponsored service are as follows:

1. **Cost Savings:** Further reduce solid waste disposal costs by removing unsolicited mail and phone books from the distribution channel. See the ROI analysis on Page 4 of this proposal.
2. **Quantified Results:** Detailed reporting on local participation, solid waste diversion and environmental benefits.
3. **Website Traffic:** Increased use of your website and ability to promote other community services.
4. **Citizen engagement:** A hands-on solution that will allow you to make additional progress towards your communities' zero waste goals.
5. **Reduce identity theft:** By protecting the unauthorized use of your name and address and removing unwanted credit card solicitations, stopping unwanted mail is an important step in reducing the risk of identify theft.
6. **Leadership and Credit:** Join Berkeley; Kansas City; Marion County, Oregon (Salem area) and other leading communities as national leaders by offering an opt-out program.

Scope of Work

Catalog Choice will setup and operate the service on behalf of the Santa Fe Solid Waste Management Agency, City of Santa Fe and Santa Fe County. The following outlines the site setup, operations, promotions and reporting aspects.

Setup

Working with your organizations, Catalog Choice will:

1. Establish the co-branded website using a URL mutually agreed by your agencies and Catalog Choice. The website will run off of the Catalog Choice domain (<http://santafe.catalogchoice.org>) and not have any impact on your IT systems.
2. Prepare a co-branded logo for the site to be approved by your agencies. See example screen shot on Page 5 of this proposal.
3. Revise the home page and remove donation requests from the site.
4. Assist in preparing informational banners (home page marquee and 300x250) for the site.
5. Work with your agency, the City and County to promote the program and add navigation to the subdomain from each organization's web site to the co-branded opt-out portal.

Operations

Catalog Choice will operate the co-branded site on a 24-hour, seven days a week basis, subject to normal and customary down times for updates, upgrades, maintenance or fixes/corrections. Catalog Choice will manage and respond to all customer service inquiries submitted by users through the website. The service will support title-specific opt-out and opt-down options for direct mailers as well as opt-out options for telephone directories. The co-branded site will include donation solicitations to off-set the full cost of the program and other related services.

Outreach and Promotion

Catalog Choice will work with your organization to promote the service using online and offline channels.

Based on our experience launching these programs in several other communities, Santa Fe to designate a City Leader, like a Council Member, to act as the spokesperson and take responsibility (and credit) for community awareness and outreach. We also need your agency, the City and County agencies to dedicate time and resources to promote the service on an on-going basis.

We will work with you to support the outreach program through:

1. Press releases for local media, articles in community newsletters and other community outreach channels
2. Emails to your constituents
3. Periodic email newsletters to the existing Catalog Choice members that live in Santa Fe County (see chart below for current members count by community)
4. Social media channels (Facebook and Twitter)
5. Invite-a-Friend email service within Catalog Choice
6. Outreach to green businesses, schools and other large employers in the City/County

Baseline Participation Data

Santa Fe Zip Codes	Catalog Choice Member Accounts as of 5-10-2011
87010	29
87015	74
87056	6
87501	473
87502	61
87504	78
87505	550
87506	246
87507	248
87508	411
87535	16
87540	23
87567	21
87574	27
87592	10
87594	35
Total	2,308

Reporting & Analysis

Catalog Choice will provide your agency with a secure online account to access the following site statistics and related information:

1. Website traffic
2. Resident participation rates by zip code
3. Solid waste savings
4. Environmental benefits
5. Per capita benchmarks with other communities

Your agency will not have access to any personally identifiable information, account information of individual users or businesses or individualized statistics.

Sponsorship Agreement

Fee

The annual operating cost is \$10,000 for the service. Catalog Choice will waive the one-time set up fee of \$10,000 to revise the Home Page and remove the Donation requests throughout the website since

Catalog Choice will be permitted to include premium services on the site as approved by your Agency. We propose a one-year pilot program. If the City/County does not wish to continue the program after the first year we will de-commission the site and seamlessly redirect all users to the main Catalog Choice site and their service will operate normally. We will notify your Agency at least 60-days before the Anniversary date of this agreement.

License Agreement

The terms and conditions of the service will be governed by your professional services agreement with the caveat that Catalog Choice maintains all of the rights to our software application and data. We can provide contract language upon request.

We look forward to the opportunity to work with your community. If you have any questions, please contact me at 510-868-0513 or chuck@catalogchoice.org. I will look for the professional services agreement from you legal counsel.

Sincerely,

/s

Chuck Teller
Executive Director
Catalog Choice
1845 Berkeley Way
Berkeley, CA 94703

ROI Analysis

Mail & Phone Book Preference Registry Return on Investment and Environmental Cost Benefit Analysis

Analysis	Per Household	Sante Fe, NM	
		Household Participation Rate (6)	Breakeven:
		Current: 3.76%	9.0%
Average cost to collect and dispose of household and business solid waste's assumed to be \$.05 per pound (1)	\$0.050		
Households using the Service	1	2,308	5,526
Annual Pounds of Solid Waste Created by Advertising Mail and Telephone Directories (2)	120 pounds	276,960	663,120
Annual Cost to collect & dispose of Advertising Mail and Phonebooks	\$6.00	\$13,848	\$33,156
Percentage of Advertising Mail and Phonebooks that are not recycled (3)	62%		
Pounds of Unwanted Material	75	172,638	413,345
Annual Collection & Landfill Cost of Unwanted Advertising Mail & Phonebooks	\$3.74	\$8,632	\$20,667
Average Participation Rate per Household (4)	50%		
Pounds of Unwanted Material Eliminated by Preference Registry	37	86,319	206,672
Collection and Disposal Cost Savings attributed to Preference Registry		\$4,316	\$10,334
Financial Benefit of Mail Preference Registry at annual cost of \$10,000			\$334
Program Cost per Ton of Solid Waste Saved			\$96.77
Annual Global Environmental Benefits (5)			
Trees Saved	0.30	691	1,653
Greenhouse Gases lbs CO2 equivalent	126	291,241	697,313
Gallons of Water	304	701,430	1,679,420
Pounds of Solid Waste	45	103,238	247,180

(1) Average of collection, landfill tipping fees and net recycling processing fees. Assumes cost is \$100 per ton.

(2) USPS Household Diary Study, 2008. Figures based on National averages. Advertising mail volume is higher in higher income households. Telephone directories estimated at 20 pounds per household based on interviews with directory publishers.


(3) EPA 2008 Municipal Solid Waste Generation study estimates that 41% of unwanted mail and 21% of telephone directories are

(4) Participation rate is based on analysis of Catalog Choice Member data.


(5) Based on environmental impacts measured by the Environmental Defense Fund's Paper Calculator. Reflects the global benefits of reduced demand for paper. Includes full life-cycle benefits through the paper life cycle, from harvest to disposal.

(6) Based on household estimate of 61,400. Source: <http://bber.unm.edu/demo/msahuest.htm>

Example Screenshot



Mail Preference Service

powered by 

Login/Email Password [Login](#)

Welcome How It Works Find Companies Santa Fe

1

MANAGE MAIL & PHONE BOOKS

FREE Search by company name or your zip code.

Control the catalogs, coupons, credit offers, phone books, fliers, circulars, newsletters, and other unsolicited mail you receive.

More Questions?
We'd be happy to explain.
Read more about how it works, or check out our frequently asked questions.

2

GET UNLISTED FOR DONORS


Stop marketers from sharing your name.

REVISE

Annual to proactively removes you from lists bought and sold by marketers.

Stop it at The Source
Learn more about our unlisting service and how you can reduce clutter, save natural resources, and protect your privacy.

Live in Santa Fe County?



Join your neighbors and start getting only the mail you want. Opt-out to reduce waste and clutter.


Join over one million people and [sign up for a free account today.](#)

Great for Home or Office



Opt-out of unwanted mail that comes to your home and office.

[Learn More >](#)

Recent Updates



Online Privacy: What to Expect in 2011 | ClickZ <http://bit.ly/fWwpKc>

Join us on:  

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director *RLK*
Date: June 17, 2012
Subject: Update on Fire Wise 2012.

Fire Wise 2012 was held on the weekend of May 12-13, 2012. The event was for residents of City of Santa Fe and Santa Fe County to protect their homes and property during the upcoming fire season by clearing the trees and brush in the immediate area around their homes. Residents were allowed to drop off their clean green waste either at the Buckman Road Recycling and Transfer Station (BuRRT), or at one of the four designated Santa Fe County's transfer stations. The event was jointly sponsored by the Agency, City of Santa Fe, and Santa Fe County.

While the event was held over the weekend, multiple loads were staged at the Santa Fe County's El Dorado and Jacona transfer stations and delivered to BuRRT during the week of May 14-18. This helped reduce any potential traffic backups at BuRRT as well as allowed residents quicker ingress and egress during the event. The following table reflects the outcome of the Fire Wise 2012 event.

Fire Wise 2012 Data.

Origin	Date	No. of Ticket	Tons
City Resident	5/12	60	11.16
City Resident	5/13	25	3.07
County Resident	5/12	24	3.95
County Resident	5/13	9	0.82
San Marcos Transfer Station	5/13	1	2.70
Stanley Transfer Station	5/13	1	1.56
El Dorado Transfer Station	5/14-5/18	6	29.93
Jacona Transfer Station	5/14-5/18	5	23.56
Total 2012 Fire Wise	-	131	76.75

No. of Ticket = represents a residential customer or a load from a transfer station.

Fire Wise 2011 event was held on June 25, 2011, and produced 53.89 tons from 244 customers.