

AGENDA

REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS BOARD

APRIL 18, 2013

12:00 P.M.

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

CLERK'S OFFICE

DATE 4/18/13 TIME 6:35pm
RECEIVED BY Randall Kippenbrock
RECEIVED BY [Signature]

I. Call to Order

II. Roll Call

III. Approval of Agenda

IV. Approval of Minutes for Regular Meeting - March 21, 2013

V. Matters from the Public

VI. Matters from the Executive Director

- (A) Request for Approval of Fiscal Year 2013-14 Budget.
- (B) Request for Approval of Amendment No. 2 to Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the Development and Operation of a Commercial Aggregate Quarry and Cell Construction for the Construction of Cell 5B/6B in the Amount of \$1,675,019.00.
 - 1. Approval of Budget Increase from 5507.100700 (Cell Development Reserve) to 52510.572970 (WIP Construction Cell 5B/6B) in the Amount of \$1,675,019.00.
- (C) Request for Approval of Amendment No. 2 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B Design for the Caja del Rio Landfill in the Amount of \$163,581.00.
 - 1. Approval of Budget Increase from 5500.100700 (Cash Operating Account) to 52521.572950 (WIP Start Up Project Costs for Landfill Permitting) in the Amount of \$25,865.00.
 - 2. Approval of Budget Increase from 5507.100700 (Cell Development Reserve) to 52510.572960 (WIP Design for Engineering Design and Construction Quality Assurance) in the Amount of \$137,716.00.
- (D) Request for Approval of Resolution 2013-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
- (E) Executive Session - Discussion of Collective Bargaining Negotiations Between the Santa Fe Solid Waste Management Agency and AFSCME Local 3999 Pursuant to NMSA 1978, §10-15-1(H)(5).
- (F) Discussion with Possible Action on Collective Bargaining Negotiations Between the Santa Fe Solid Waste Management Agency and AFSCME Local 3999.

VII. Matters from Staff

VIII. Matters from the Board

IX. Next Meeting Dates: Thursday, May 16, 2013 @ Santa Fe County Legal Conference Room
Thursday, June 20, 2013 @ Caja del Rio Landfill

X. Adjournment

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

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JOINT POWERS BOARD MEETING
April 18, 2013

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2013/04/18 11:00 AM
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
RECORDED
07/23/2013

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**SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
Legal Conference Room
Santa Fe County Courthouse
April 18, 2013**

I. CALL TO ORDER

A meeting of the City and County of Santa Fe Solid Waste Management Agency Joint Powers Board (SWMA) was called to order by Councilor Peter N. Ives, Chair, on Thursday, April 18, 2013, at approximately 12:00 noon, in the Legal Conference Room Santa Fe County Courthouse, 102 Grant Avenue, Santa Fe, New Mexico.

II. ROLL CALL

MEMBERS PRESENT:

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

STAFF PRESENT:

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

There was a quorum of the membership in attendance..

III. APPROVAL OF THE AGENDA

Councilor Rivera would like to amend the agenda to hear Item VI(A) after Item VI(E).

MOTION Councilor Rivera moved, seconded by Commissioner Holian, to approve the Agenda as amended.

VOTE: The motion was approved on a voice vote, with Councilor Rivera, Commissioner Chavez, Commissioner Holian and Commissioner Mayfield voting in favor of the motion, no one voting against and Councilor Dimas absent for the vote.

2013/04/18 14:00:00
SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD MEETING
APR 18 2013

IV. APPROVAL OF THE MINUTES FOR REGULAR MEETING – MARCH 21, 2013

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve the minutes of the regular meeting of March 21, 2013, as presented.

VOTE: The motion was approved on a voice vote, with Councilor Rivera, Commissioner Chavez, Commissioner Holian and Commissioner Mayfield voting in favor of the motion, no one voting against and Councilor Dimas absent for the vote.

V. MATTERS FROM THE PUBLIC

There were no matters from the public.

VI. MATTERS FROM THE EXECUTIVE DIRECTOR

(B) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO AGREEMENT WITH DEL HUR INDUSTRIES, INC., OF PORT ANGELES, WA, FOR THE DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND CELL CONSTRUCTION FOR THE CONSTRUCTION OF CELL 5B/6B IN THE AMOUNT OF \$1,675,019.00.

- 1. APPROVAL OF BUDGET INCREASE FROM 5507.100700 (CELL DEVELOPMENT RESERVE) TO 52510.572970 (WIP CONSTRUCTION CELL 5B/6B IN THE AMOUNT OF \$1,675,019.00**

Three color photographs of the site, (1) Future Area – Cell 5B/6B, (2) High Wall and (3) Excavation Above Basalt Rock, are incorporated collectively herewith to these minutes as Exhibit "1."

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated April 13, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "2". Please see Exhibit "2" for specifics of this presentation.

Commissioner Chavez asked if two motions are needed for this item, and Mr. Kippenbrock said yes.

Commissioner Mayfield asked if we are anticipating any increases from the feds, or any other increases in the future – fee increases.

Mr. Kippenbrock asked if he is speaking of royalties to the BLM, and Commissioner Mayfield said yes.

Mr. Kippenbrock said yes, there will be increases, noting it became effective this month.

Commissioner Mayfield asked if those costs are included in the budget request, or if Mr. Kippenbrock will come back to this Board to request an increase in tipping fees because of that increase.

Mr. Kippenbrock said, "The additional request by the BLM going from 69¢ to 95¢ per ton sold is being requested in our FY 14 budget."

Commissioner Mayfield said, "Again, my question, will we be hearing a request to have our tipping fees raised at Caja del Rio."

Mr. Kippenbrock said, "No. Not this year."

Commissioner Mayfield asked if the fees will be raised next year.

Mr. Kippenbrock said, "I don't anticipate that. No."

Commissioner Mayfield asked, "Second question. As far as the past cell development, it's the same company that we're negotiating with, correct."

Mr. Mayfield said, "Yes."

Commissioner Mayfield asked, "Were there any cost overruns in the past contracts with this company."

Mr. Kippenbrock said, "No, but let me explain. In the first project, in 2006, everything was based on the engineer's estimate, or the quantity. They identified some additional rock in the side slope that we had to do a change order for that particular one. The last project in 2008, there was no change order. Everything is based on materials and actual quantities. It can go up or down, but the last project it was at or less. We did not increase."

Commissioner Mayfield said, "One time, you took me and drove me around the whole site, and you identified some sites that we had had less basalt."

Mr. Kippenbrock said, "Yes."

Commissioner Mayfield, "That's one of the new future cell development site where we would have to incur a lot of these fees, the [inaudible] minerals."

Mr. Kippenbrock said, "Yes. The new area, also known as BLM area, that's what we're doing for the 20 year permit renewal, does not have any basalt down to 90 feet. However, until we obtain the new permit, that's where we plan on moving into the future."

Commissioner Mayfield said, "But this current proposal does have the basalt line."

Mr. Kippenbrock said, "This current job, yes. As you can see in the photo there."

Commissioner Mayfield said, "Okay. They're building it in for this, but they never built it in for 2008."

Mr. Kippenbrock said, "Correct. The area of concern, the reason why we went with 300,000, a large quantity, is on the south side, the area of basalt, the limits of it. We have the site where we want to have the work done. There may some additional rock that needs to be taken out. And again, it comes back to doing a survey and verifying the quantities actually removed."

MOTION: Commissioner Chavez moved, seconded by Commissioner Holian , to approve Item VI(B), as presented by staff. [See Restated Motion below]

DISCUSSION: Commissioner Chavez said, "One of the things that has been challenging with the landfill, the basalt is the least of it, but that's what we have to deal with, that's the hand that we've been dealt. But it means that we have to deal with the basalt, we have to clear the cell, remove the basalt, blast it to get it ready for the market, so we can do something with it. So, we're expecting that we're going to be blasting for about 5 months for Cell 5B/6B. So touch on the notice to public and how you are going to handle that."

Mr. Kippenbrock said, "It is my understanding, that the contract expects to last for 5 months, however the actual blasting most likely we won't get it started until July, as early as June. We anticipate there's going to be between 10 to 20 blasts. It depends on the blasting pattern. They can generally go up to... historically they have done as many as 40,000 cu yards per blast, but there are smaller blasts along the side slope, etc. So, again as I mentioned, between 10 and 20. We anticipate up to 1 to 2 blasts per week, depending on the [inaudible]. Historically, we have done 24 hour notice. We have done it by fax. We plan on doing it by email blast to all the individuals and agencies that are on the notification, the current notification list that we have now that includes the Airport Tower, Agua Fria Fire Station since that's the nearest fire station, as well as the NMED Solid Waste Bureau, various hauling companies to let them know we're going to be blasting at a certain time so they can adjust their hauling schedule. And we also plan on putting the list of concerned citizens that have been very active in our permitting process, we want to keep them in the loop as well on the email list. We feel that 24 hour notice is sufficient, primarily because they still have to make a determination first thing in the morning, by 6:00 a.m. to determine if the weather is permissible anywhere from 11:00 a.m. to 3:00 p.m.. They generally do it in the daytime."

Commissioner Chavez said the 24 hour notice is a short window, noting he understands it depends on weather conditions and such. He asked if Mr. Kippenbrock could identify a schedule and a timeline and present the public with a larger window, and then narrow it to a 24 hour notice, weather permitting, so it may or may not happen on the day you announced.

Mr. Kippenbrock said, "We can incorporate that, a 48 hour notice."

Commissioner Chavez asked the thoughts of the other members of the Committee.

Chair Ives said he thinks it's a good idea to give people notice that it is likely to be occurring, and it's certainly very helpful to get notice very shortly beforehand so people don't assume it's things other than what it is. It also increases the opportunity for people to provide information back to us of things that need to be changed..

Commissioner Chavez asked Mr. Kippenbrock if he has a website and Mr. Kippenbrock said yes.

Commissioner Chavez suggested we could put something on the SWMA webpage, as well as on the County and the City webpages, so we are covering all our bases. He asked what happens if an announced blast doesn't happen – do you go through the process all over again.

Mr. Kippenbrock said yes, noting it could be delayed by one day or more.

Commissioner Chavez said this is what we want to let the people know – what we anticipate, the timeframe and “stay tuned”.

Commissioner Holian asked Mr. Kippenbrock to notify Christine Nehelsic, the County PIO, to put it on the County's web page.

Mr. Kippenbrock said he will do so.

Commissioner Chavez said he is trying to be sensitive to the public that live in the area.

Chair Ives said it is a good idea. He suggested if we don't proceed with an announced blasting, we could send out another eblast and the rescheduled to date if it is with 7 days.

Commissioner Chavez agreed, saying he wants to keep the public informed.

Chair Ives asked the amount in the Cell Construction Fund, and how it gets replenished.

Mr. Kippenbrock said currently the full funding for Cell 5B/6B is in the Cell Development Reserve, which is approximately \$1.9 million in Cell Development Reserve. He said the funds are replenished through the budget process. He said there are 4 reserves, including this one. He said they set aside funds each year, ranging from as little as \$500,000 to \$1 million annually.

Chair Ives asked, assuming we do build 5B/6B, when the next cell development project would come on line for the agency.

Mr. Kippenbrock said, “Sometime in 2014 we will need to move forward with the second half of this project. This is just the blasting and removal of the rock. The second half will require the liner installation, synthetic material as well as the protective cover material on it. That we anticipate, as it say in the Memo, will cost approximately \$2 million. We're looking at the funding source there. We may be able to do it with the

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SANTA FE COUNTY
SOLID WASTE
MANAGEMENT
AGENCY
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BOARD
MEETING

current cash account that we have, but we don't know yet. If we feel that is not going to be adequate, we may seek a loan from the NMED Department or NMFA, which we have done for Cell 4B. And for Cell 4B, just for FYI, the last payment will be made in January and we will be complete with that."

Chair Ives said then we have a number of different mechanisms and we will ensure that we are capable of moving forward with the process to conclusion. Mr. Kippenbrock said, "Yes, absolutely."

Chair Ives asked, once they are on line, how long will it be before we need additional space, assuming our permit is renewed.

Mr. Kippenbrock said, "This particular one has a 5 year capacity. We have approximately 20 months in our existing Cell 4B, that's a give and take. And then, like I said, there's about 5 years in this one, depending on how much we decide to line this area. Keep in mind, there is a portion that's outside the permitted area that we can't accept waste in, but we could conceivably line that area all at once. The benefit of this project. Once we see the new permit, hopefully in January 2015, but before June 2015, we will be able to go vertically. And that's going to help us out tremendously over the next 20 years. But I anticipate at least one or two additional liner works, starting in 2014, and depending when we want to finish out the rest of liner work, whether it's 2016, then we build up from there."

CLARIFICATION OF THE MOTION: Commissioner Chavez said, "I would like to clarify my motion and restate the motion because two motions are required."

MOTION: Commissioner Chavez moved, seconded by Commissioner Holian, to approve Item VII(B)(1), approving Amendment No. 2 to the Agreement with Del Hur Industries, Inc., of Port Angeles, WA, for the Development and Operation of a Commercial Aggregate Quarry and Cell Construction for the construction of Cell 5B/6B in the amount of \$1,675,019, as presented by staff.

VOTE: The motion was approved on a voice vote with Commissioner Chavez, Commissioner Holian and Councilor Rivera voting in favor of the motion, Commissioner Mayfield voting against and Councilor Dimas absent for the vote.

RESTATED MOTION: Commissioner Chavez moved, seconded by Commissioner Holian, to approve Item VI(B)(1) approving the budget increase from 5507.100700 (Cell Development Reserve) to 52510.572970 (WIP Construction Cell 5B/6B) in the amount of \$1,675,019.

VOTE: The motion was approved on a voice vote with Commissioner Chavez, Commissioner Holian, Councilor Rivera and Councilor Dimas voting in favor of the motion and Commissioner Mayfield voting against.

(C) REQUEST FOR APPROVAL OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH CDM SMITH, INC., OF ALBUQUERQUE, NM, FOR ENGINEERING DESIGN AND PERMITTING SERVICES FOR PERMIT RENEWAL, PERMIT MODIFICATION, LANDFILL VERTICAL AND LATERAL EXPANSION, AND CELL 5B/6B DESIGN FOR THE CAJA DEL RIO LANDFILL IN THE AMOUNT OF \$163,581.00.

- 1. APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH OPERATING ACCOUNT) TO 52521.572950 (WIP START UP PROJECT COSTS FOR LANDFILL PERMITTING) IN THE AMOUNT OF \$25,865.00.**
- 2. APPROVAL OF BUDGET INCREASE FROM 5507.100700 (CELL DEVELOPMENT RESERVE) TO 52510.572960 (WIP DESIGN FOR ENGINEERING DESIGN AND CONSTRUCTION QUALITY ASSURANCE) IN THE AMOUNT OF \$137,716.00**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated April 12, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "3" Please see Exhibit "3" for specifics of this presentation.

Councilor Dimas arrived at the meeting

Commissioner Chavez said, "On the noise study Randall, I would have assumed that that would dovetail with the item that we just discussed earlier, and you would use the methods that we suggested to notify the public, or to share information with them – the results of the noise study. What is that timeline."

Mr. Kippenbrock said, "The noise study, it is my understanding, is a 3 day study that would conduct operations at the landfill, conduct operation of the crushing operation, and from there, they would be able to extrapolate what the noise level will be at the nearby residences, and for potentially what it could be in the future."

Responding to Councilor Chavez, Mr. Kippenbrock said, "The crushing is more continuous when it's in operation throughout the year. The blasting is intermittent. As per the Nuisance Ordinance of Santa Fe County, I call it a Noise Ordinance, blasting is not part of this requirement. You try to control your noise or the blast, but it isn't part of the noise study. The noise study is mainly about the general landfill."

Commissioner Chavez said it is the ongoing day to day operations, and Mr. Kippenbrock said this is correct.

MOTION: Councilor Rivera moved, seconded by Commissioner Chavez, to approve Item VII(C), approving Amendment No. 2 to the Professional Services Agreement with CDM Smith, Inc., of Albuquerque, NM, for engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion and Cell 5B/6B design for the Caja del Rio Landfill in the amount of \$163,581.00, as presented by staff.

DISCUSSION: Commissioner Mayfield asked who is doing the crushing,

Mr. Kippenbrock said it is Del Hur Industries.

Commissioner Mayfield said, "I won't belabor the points that I have brought up in past meetings. Thank you for that."

VOTE: The motion was approved on a voice vote with Commissioner Chavez, Commissioner Holian, Councilor Dimas and Councilor Rivera voting in favor of the motion and Commissioner Mayfield voting against.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve Item VII(C)(1), approving the budget increase from 5500.100700 (Cash Operating Account) to 52521.572950 (WIP Start Up Project costs for landfill permitting) in the amount of \$25,865.00, as presented by staff.

VOTE: The motion was approved on a voice vote with Commissioner Chavez, Commissioner Holian, Councilor Dimas and Councilor Rivera voting in favor of the motion and Commissioner Mayfield voting against.

MOTION: Commissioner Holian moved, seconded by Councilor Rivera, to approve Item VII(C)(2), approving the budget increase from 5507.100700 (Cell Development Reserve) to 52510.572960 (WIP Design for engineering design and construction quality assurance) in the amount of \$137,716.00, as presented by staff.

VOTE: The motion was approved on a voice vote with Commissioner Chavez, Commissioner Holian, Councilor Dimas and Councilor Rivera voting in favor of the motion and Commissioner Mayfield voting against.

**(D) REQUEST FOR APPROVAL OF RESOLUTION 2013-2, A RESOLUTION
DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE
SOLID WASTE MANAGEMENT AGENCY.**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated April 13, 2013, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "4" Please see Exhibit "4 " for specifics of this presentation.

MOTION: Commissioner Mayfield moved, seconded by Commissioner Chavez, to approve Resolution No. 2013-2, a Resolution determining reasonable notice for public meetings of the Santa Fe Solid Waste Management Agency, as presented by staff.

DISCUSSION: Commissioner Mayfield asked Mr. Kippenbrock if he is mentioning our website address in the Resolution, and Mr. Kippenbrock said yes, clarifying he was speaking of the Agency website. .

Commissioner Mayfield asked if he would reference the City's and County's website as well.

Mr. Mayfield said he does keep the PIO's for the City and County advised.

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

(E) EXECUTIVE SESSION – DISCUSSION WITH POSSIBLE ACTION ON COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND AFSCME LOCAL 3999, PURSUANT TO NMSA 1978, §10-15-1(H)(5).

MOTION: Councilor Rivera moved, seconded by Councilor Mayfield, to go into executive session, for discussion with possible action on collective bargaining negotiations between the Santa Fe Solid Waste Management Agency and AFSCME Local 3999, pursuant to §10-15-1(H)(5) NMSA 1978.

DISCUSSION: Commissioner Chavez asked if we are already in negotiations with the union.

Chair Ives said, "As a practical matter, I believe the way they move forward is, generally, Mr. Kippenbrock, on behalf of management, enters into those negotiations with the union."

Commissioner Chavez said, "I understand that. I was led to believe that we're already in negotiations and at the table."

Chair Ives said, "Yes."

Commissioner Chavez asked, "What is the reason for Executive Session if we're already in negotiations between management and the Agency."

Chair Ives said, "At the last meeting, there was a request in the budgetary process, to look at the union contract and the negotiations potentially in Executive Session at this meeting. The motion is simply to put us into Executive Session to discuss that, and then we'll come out of that and potentially take up action on the union negotiations at that point in time. It's basically to further discussions as permitted by the Open Meetings Act in Executive Session. Presumably, the Authority asking questions and providing guidance on those negotiations."

Commissioner Chavez said, "I always thought that once negotiations started, they started, and that should be an ongoing discussion between management and the union representatives. So, I still question if that's already taking place, why we're going into Executive Session, but that's just me, and so I'll just leave it at that."

VOTE: The motion to go into Executive Session was approved on the following roll call vote:

For: Councilor Dimas, Commissioner Holian, Commissioner Mayfield and Councilor Rivera.

Against: Commissioner Chavez

Ms. Helberg said, "Point of order, Mr. Chair. Commissioner Mayfield said I should have called your name, but you don't vote."

Chair Ives said, "Normally, I don't vote except in the case of a tie."

Commissioner Mayfield said, "We do it on the Commission, but maybe this Board doesn't, but that's okay."

Ms. Helberg said she wants to do the roll call vote correctly.

Justin Miller said, "Under SWMA Board Rules the Chair doesn't vote, except in the case of a tie."

The Board went into executive session at 12:45 p.m.

MOTION TO COME OUT OF EXECUTIVE SESSION

MOTION: At 1:25 p.m. Councilor Rivera moved, seconded by Councilor Dimas, that the Board come out of Executive Session and stated that the only items which were discussed in executive session were those items which were on the agenda, and no action was taken.

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

(F) DISCUSSION WITH POSSIBLE ACTION ON COLLECTIVE BARGAINING NEGOTIATIONS BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND AFSCME LOCAL 3999.

MOTION: Councilor Rivera moved, seconded by Councilor Dimas, to approve the discussion with Mr. Kippenbrock regarding action on collective bargaining negotiations between SWMA and AFSCME Local 3999.

DISCUSSION: Commissioner Chavez said, "As I pointed out earlier, if you look at the minutes of the last meeting on page 8 of the packet, and negotiations are ongoing, and they should be. And they should be between the union representatives and management. Mr. Kippenbrock stated at the last meeting that he is in the process of negotiation. That was then, so negotiations didn't start today, so I just wanted to point that out."

Commissioner Mayfield said, "I have a question for our Attorney. So if Mr. Kippenbrock is in negotiations with the union at this time, the overseeing authority is the Board, correct."

Mr. Miller said, "Yes."

Commissioner Mayfield said, "So the Board can be briefed on what's going on with union negotiations at any time."

Mr. Miller said, "Yes, and provide direction to the negotiators with how to move forward."

Commissioner Chavez said, "Yes, but we're not supposed to be in direct communication with employees when negotiations are taking place. That's the reason for collective bargaining, and for being able to negotiate in good faith."

Commissioner Mayfield said, "We have to know negotiations are going in place."

Chair Ives asked, "Are you saying that our communication can be only with Mr. Kippenbrock and the negotiating team, as opposed to..."

Commissioner Chavez said, "... direct contact with the employees or union representatives."

Chair Ives said, "I'm not sure you were suggesting anything..."

Commissioner Chavez said, "Well, if he is in negotiations, and it's stated in the minutes last [meeting], then I don't see a reason for the Executive Session, but I'll find out later. Anyway, just... I just wanted to point that out."

VOTE: The motion was approved on a voice vote, with Commissioner Holian, Commissioner Mayfield, Councilor Rivera and Councilor Dimas voting in favor of the motion, no one voting against, and Commissioner Chavez abstaining.

(A) REQUEST FOR APPROVAL OF FISCAL YEAR 2013-14 BUDGET

Mr. Kippenbrock presented information regarding this matter from his Memorandum of April 14, 2013, with attachments, to the SFSWMA Joint Powers Board, which is incorporated herewith to these minutes as Exhibit "5." Please see Exhibit "5" for specifics of this presentation.

MOTION: Councilor Rivera moved, seconded by Councilor Dimas, to approve the Fiscal Year 2013-14 Budget, as recommended by staff, with the exception of the pay increases which will come back to this Board at a later time, once the negotiations are finished.

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

VII. MATTERS FROM STAFF

Cindy Padilla, Director, Santa Fe Environmental Services Division, said next week is Earth Day. She said Earth Day has been celebrated on April 22nd since 1970. She said on Saturday at the GCCC, they will be working with Parks and Recreation on an event. She said Lisa Merrill will be there distributing recycling bins, and they will be at the Santa Fe Community College on Monday distributing recycling bins and information.

Ms. Padilla said next Saturday is the Great American Cleanup, sponsored by Keep America Beautiful, and you are invited to participate. She said the President of Keep America Beautiful will be in Santa Fe on Friday. She said the Sustainable Santa Commission awards will be presented at the Eldorado Hotel on Saturday evening, 6:00 to 7:00 p.m.

Ms. Padilla said last Saturday, Keep Santa Fe Beautiful had an Ewaste drop-off event, and had about 204 vehicles that dropped off ewaste..

Commissioner Holian departed the meeting

VIII. MATTERS FROM THE BOARD

The Board discussed the meeting times and places, and the possibility of changing the times to accommodate the public who might like to attend, but can't come until after work. The meeting place was discussed, and it was pointed out that the conference room at Caja del Rio is very small and wouldn't accommodate members of the public. The Board discussed that the SWMA Board has been meeting at noon for several years. Several members of the Board indicated that noon isn't the best time for them, and would prefer a meeting after 5:00 p.m., and that the second Thursday of the month would be better for them.

After discussion it was decided to try holding the meetings on the second Thursday of the month at 5:00 p.m., or 5:30 p.m., to see what kind of public input results from this change.

IX. NEXT MEETING DATE – Thursday May 9, 2013 @ Santa Fe County Legal Conference Room at 5:00 p.m. and Thursday, June 20, 2013 @ Caja del Rio Landfill at 5:30 p.m.

X. ADJOURNMENT

MOTION: Commissioner Mayfield moved, seconded by Councilor Dimas, to adjourn the meeting.

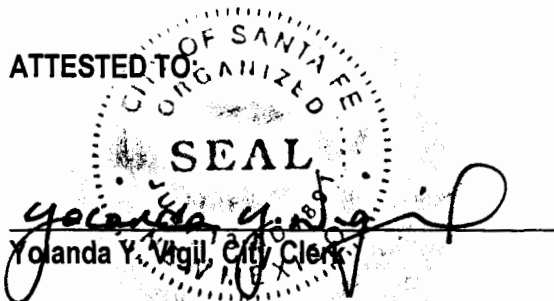
VOTE: The motion was approved unanimously on a voice vote, with Commissioner Chavez, Commissioner Mayfield, Councilor Dimas and Councilor Rivera voting in favor of the motion, no one voting against, Commissioner Holian absent for the vote, and the meeting was adjourned at approximately 1:50 p.m.

APPROVED BY:



Peter N. Ives, Chair

ATTESTED TO:



Yolanda Y. Vigil, City Clerk

SUBMITTED BY:



Melessia Helberg, Board Stenographer



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

SOLID WASTE MINUTES

PAGES: 16

I Hereby Certify That This Instrument Was Filed for
Record On The 29TH Day Of July, 2013 at 01:35:51 PM
And Was Duly Recorded as Instrument # 1713395
Of The Records Of Santa Fe County

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

Future Area -- Cell 5B/6B

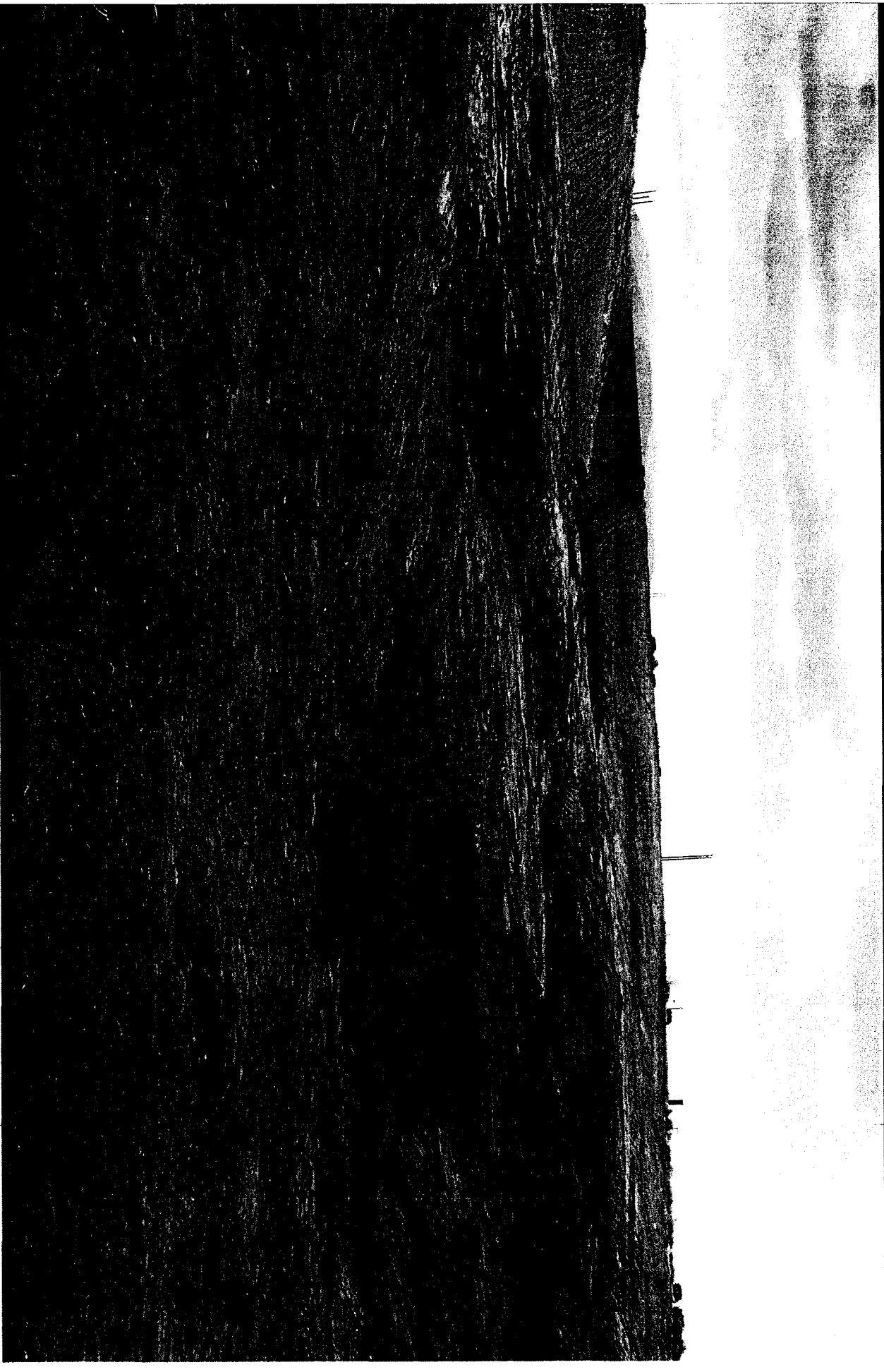


Exhibit "1"

High Wall



Excavation Above Basalt Rock



MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RLK
Date: April 13, 2013
Subject: Request for Approval of Amendment No. 2 to the Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the Development and Operation of a Commercial Aggregate Quarry and Cell Construction for the Construction of Cell 5B/6B in the Amount of \$1,675,019.00.

BACKGROUND:

On May 4, 2006, the Board approved RFP No. 06/17/P for an 8-year construction contract (Agreement) with Del Hur Industries, Inc. (Del Hur) of Port Angeles, WA, for the development and operation of a commercial aggregate quarry and cell construction (Cells 4A, 5A, and 6A) in the amount of \$2,310,488.18. On January 18, 2007, the Board approved Change Order No.1 to the Agreement for the additional blasting and removal of basalt rock from the said cells in the amount of \$285,946.05. The total amount of the contract was \$2,596,434.23. The Agreement also calls for revenue sharing by Del Hur by agreeing to sell the basalt rock removed from the cells. Del Hur agrees to pay the Agency \$1.50 per ton royalty for aggregates produced and sold by them across the scales located at the Caja del Rio Landfill on a monthly basis.

On January 17, 2008, the Board approved the Amendment No. 1 to the Agreement with Del Hur for the construction of Cell 4B in the amount of \$5,041,605. The construction included the removal of the basalt, backfill of the excavation to attain design grades of the cell, installation of geosynthetic liners in the cell, and placement of crushed aggregate drainage layer on the cell floor and on-site protective cover soil material on the side slopes of the cell.

On February 23, 2012, the Board approved a Professional Services Agreement with CDM Smith of Albuquerque, NM, that included engineering, surveying and construction quality assurance work for Cell 5B/6B (RFP No. 12/06/P).

In March 2013, the Agency negotiated with Del Hur a cost estimate to construct Cell 5B/6B. The estimate includes the blasting and excavation of the basalt rock, rough grading, surveying, and mobilization. The cost estimate is \$1,675,019.00. CDM Smith performed an analysis of the cost estimate and has determined that the cost estimate offered by Del Hur is fair and reasonable (letter of recommendation is attached). The estimate does not include the subgrade preparation, geo-synthetic liner installation, and placement of drainage layer on the cell floor and on-site protective cover soil material on the side slopes of the cell, all of which will be constructed in late 2014 at an estimated additional cost of \$2,000,000.00

Del Hur agrees to continue to sell the basalt rock removed from Cells 4B and 5B/6B until the terms of the Agreement end on May 4, 2014. Del Hur also agrees to continue to pay the Agency \$1.50 per ton for aggregates produced and sold by them on a monthly basis.

From a historical perspective, the Agency commenced the operation of the Caja del Rio Landfill in 1997. The landfill occupies an area of approximately 430 acres and contains approximately 76 acres permitted through the New Mexico Environment Department for disposal of solid waste.

The disposal area for permitting purposes consists of six disposal cells, which are identified as Cells 1 - 6. Those cells, further divided into smaller cells due to planning, location of the basalt rock and construction costs, are formally known as Cells 1, 2A, 2B, 3A, 3B, 4A(1), 4A(2), 4B, 5A, 5B, 6A and 6B. Cells 1, 2A, 3A, 4A(1), 2B, 3B, 4A(2), 5A, and 6A have waste placed in them. Cell 4B has been active since April 2009. The remaining air space volume for Cell 4B is approximately 20 to 24 months from now, or from December 2014 to as long as April 2015. The remaining air space is dependent on the amount and type of incoming waste, waste compaction, and amount of daily soil cover required.

Cell 5B/6B has a surface area of approximately 17 acres. The permitted base grade for the cell ranges from 64 feet below grade to 46 feet below grade with a 2% grade for the leachate collection line. The side slopes are 4:1. The estimated landfill (airspace) capacity of the cell along with the adjoining cells is 1,426,000 million cubic yards, excluding the 2-foot protective (bottom) cover and 3-foot final (grade) cover. Based on the current incoming waste, the capacity (life of the cell) is estimated to be five years.

Currently, the soil overburden has been removed from the underlying basalt rock for Cell 5B/6B.

Funding is available from 5507.100700 (Cell Development Reserve).

The Cell 5B/6B project for basalt rock blasting and excavation is expected to take five (5) months to complete.

This Amendment to the Agreement represents the Agency's continuous commitment in handling the basalt rock and cell development at the Caja del Rio Landfill. Last, the Agreement can be renewed for the remaining cell development in Phase I of the current permitted disposal area

ACTION REQUESTED:

The Agency is requesting the Board to approve Amendment No. 2 to the Agreement with Del Hur Industries, Inc. of Port Angeles, WA, for the development and operation of a commercial aggregate quarry and cell construction for the construction of Cell 5B/6B in the amount of \$1,675,019.00.

The Agency also requests approval of a budget increase from 5507.100700 (Cell Development Reserve) to 52510.572970 (WIP Construction Cell 5B/6B) in the amount of \$1,675,019.00.

Attachments: CDM Smith Letter of Recommendation
Budget Adjustment Request
Construction Contract - Amendment No. 2
Construction Contract - Amendment No. 1
Construction Contract

M:\Memo\Memo041313.2.wpd

ATTACHMENT

CDM Smith Letter of Recommendation



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

April 12, 2013

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

Subject: Caja Del Rio Landfill Cell 5B/6B Construction Project Phase I (Amendment 2, Blasting)
Recommendation of Award
CDM Smith Project No.: 10679-91152

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) has reviewed the construction cost proposal submitted by Del Hur Industries for the *Caja Del Rio Landfill Cell 5B/6B Construction Project Phase I (Amendment 2, Blasting)* (Project). CDM Smith has thoroughly reviewed the cost proposal, the qualifications of Del Hur Industries to complete this type of work, as well as their proposed methods and means of Project construction.

Upon review of these items, CDM Smith hereby recommends Santa Fe Solid Waste Management Agency award the Project to Del Hur Industries for a Total Contract Price of \$1,675,019.00, including applicable New Mexico Gross Receipts Tax. A summary of the construction costs are presented below:

Item No.	Item Description	Unit Quantity	Total Quantity	Total Estimated Cost
1	Mobilization / Demobilization	Lump Sum	1	\$130,000
2	Environmental Protection Procedures	Lump Sum	1	\$10,000
3	Basalt Rock Removal	Cubic Yard	300,000	\$1,395,000
4	Construction Staking and Surveying	Allowance	1	\$20,000
5	Labor and Materials Bond	Allowance	1	\$17,000
Total Contract Price, Items 1 through 5 (Excluding applicable NMGR)				\$1,572,000
NMGR at 6.625% (Item No. 1 through 4 only)				\$103,019
TOTAL CONTRACT PRICE, ITEMS 1 through 5 (Including applicable NMGR)				\$1,675,019





Mr. Randall Kippenbrock, PE
April 12, 2013
Page 2

Should you have any questions or comments regarding this recommendation of award, please do not hesitate to contact me.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Kerrie L. Greenfelder'.

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

cc: File



ATTACHMENT
Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME	DATE
SANTA FE SOLID WASTE MANAGEMENT AGENCY	

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
WIP CONSTRUCTION	52510.572970		1,675,019.00	
			\$ 1,675,019.00	\$ -

Budget increase to be funded from 5507.100700 (Cash reserves Cell Development Reserve Fund) to fund

amendment #2 with Del Hur for Cell Construction of 5B/6B in the amount of \$1,675,019.00

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

ATTACHMENT

Construction Contract - Amendment No. 2

CONTRACT DOCUMENTS

FOR THE CONSTRUCTION OF THE
SANTA FE SOLID WASTE
MANAGEMENT AGENCY



CAJA DEL RIO LANDFILL CELL 5B/6B
CONSTRUCTION PROJECT
PHASE I (AMENDMENT 2)

SPECIFICATIONS
VOLUME 1 OF 1



For information regarding this project, contact

Kerrie Greenfelder, P.E.
CDM Smith Inc.
(505) 243-3200

**CDM
Smith**

CDM Smith Project No. 10679-91152
April 2013

**CAJA DEL RIO LANDFILL
AMENDMENT NO. 2 PHASE I CONSTRUCTION AT THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL FOR CELLS 5B AND 6B**

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SECTION 004: PERFORMANCE BOND

SECTION 005: WAGE RATE DECISION

SECTION 006: TECHNICAL SPECIFICATIONS

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Section 01025	Measurement and Payment	01025-1 through 01025-4
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01046	Control of Work	01046-1 through 01046-4
Section 01100	Environmental Protection Procedures	01100-1 through 01100-3
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Section 01300	Submittals	01300-1 through 01300-14
Section 01310	Progress Schedules	01310-1 through 01310-7
Section 01600	Delivery Storage and Handling	01600-1 through 01600-1
Section 01721	Project Record Documents	01721-1 through 01721-3
Section 01740	Warranties and Bonds	01740-1 through 01740-2
Section 01770	Project Closeout and Procedures	01770-1 through 01770-3
Section 02110	Temporary Water Pollution and Erosion Control	02110-1 through 02110-3
Section 02213	Rock Excavation	02213-1 through 02213-12

SECTION 007: CONSTRUCTION DRAWINGS

Sheet G-01	Cover and Site Location Map
Sheet C-01	Basalt Blasting Grading Plan

SECTION 001

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AMENDMENT NO. 2 TO AGREEMENT BETWEEN OWNER AND CONTRACTOR,
DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND CELL
CONSTRUCTION AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO
LANDFILL, DATED MAY 4, 2006.

This Agreement is entered into this ____ day of _____, 2013, by and between the SANTA FE
SOLID WASTE MANAGEMENT AGENCY, herein known as the Owner, and DELHUR
INDUSTRIES, INC., herein known as the Contractor.

For the following:

PROJECT: Amendment No. 2 to Agreement Between Owner and Contractor, Development and
Operation Of A Commercial Aggregate Quarry and Cell Construction at the Santa Fe
Solid Waste Management Agency Caja del Rio Landfill, Dated May 4, 2006, also
known as Phase I Construction at the Santa Fe Solid Waste Management Agency Caja
del Rio Landfill for Cells 5B and 6B.

ENGINEER OF RECORD: CDM Smith Inc.
6000 Uptown Boulevard NE, Suite 200
Albuquerque, NM 87110

DISTRIBUTION:

OWNER	<u>2</u>
CONTRACTOR	<u>4</u>
ENGINEER	<u>1</u>

CONTRACT DOCUMENTS:

Section 001: Agreement Between Owner and Contractor
Section 002: General Terms and Conditions
Section 003: Labor and Material Payment Bond
Section 004: Performance Bond
Section 005: Wage Rate Decision
Section 006: Technical Specifications, dated April 2013
Section 007: Construction Drawings, dated April 2013

SECTION 001

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AMENDMENT NO. 2 TO AGREEMENT BETWEEN OWNER AND CONTRACTOR, DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND CELL CONSTRUCTION AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL, DATED MAY 4, 2006.

This Agreement is entered into this ____ day of _____, 2013, by and between the SANTA FE SOLID WASTE MANAGEMENT AGENCY, herein known as the Owner, and DELHUR INDUSTRIES, INC., herein known as the Contractor.

For the following:

PROJECT: Amendment No. 2 to Agreement Between Owner and Contractor, Development and Operation Of A Commercial Aggregate Quarry and Cell Construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill, Dated May 4, 2006, also known as Phase I Construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill for Cells 5B and 6B.

ENGINEER OF RECORD: CDM Smith Inc.
6000 Uptown Boulevard NE, Suite 200
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Section 007: Construction Drawings, dated April 2013

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT NO. 2 to
AGREEMENT BETWEEN OWNER AND CONTRACTOR,
DEVELOPMENT AND OPERATION OF A COMMERCIAL
AGGREGATE QUARRY AND CELL CONSTRUCTION
AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL, DATED MAY 4, 2006.**

This AMENDMENT NO. 2 (the "Amendment") to the AGREEMENT BETWEEN OWNER AND CONTRACTOR, DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND CELL CONSTRUCTION AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL, dated May 4, 2006 (the "Agreement"), is made and entered into between the SANTA FE SOLID WASTE MANAGEMENT AGENCY (the "Agency") and DELHUR INDUSTRIES, INC. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor agreed to provide work for the Agency for the development and operation of a commercial aggregate quarry and cell construction.

Pursuant to Section 10.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree to amend the Agreement as follows:

1. **THE WORK** Article 2, The Work of the Agreement is amended to incorporate Technical Specifications and Construction Drawings for Phase I Construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill for Cells 5B and 6B, so that Article 1 reads in its entirety as follows:

The Contractor shall perform all the "Work" required by the Contract Documents for Phase I construction at the Santa Fe Solid Waste Management Agency's Caja del Rio Landfill for Cells 5B and 6B. The "Work" shall be defined within Phase I as consisting of basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B.

The Work shall also consist of producing and offering for sale the following aggregates: 8-inch minus jaw run to local vendors whereby they would be able to produce their own custom product at a reduced cost; a limited amount of State of NM spec. base course; a limited amount of "driveway rock" for small orders; supply County of Santa Fe Public Works; and pursue the aggregate market created by NMDOT.

Contract Documents, including Technical Specifications and Construction Drawings for Phase I, shall be amended to the Contract as allowed in Section 10.21 of this Agreement. As such, the following Contract Documents shall be incorporated as part of this Agreement:

Section 001:	Agreement Between Owner and Contractor
Section 002:	General Terms and Conditions
Section 003:	Labor and Material Payment Bond
Section 004:	Performance Bond
Section 005:	Wage Rate Decision
Section 006:	Technical Specifications, dated April 2013
Section 007:	Construction Drawings, dated April 2013

2. **REVENUE SHARING** Article 3, Revenue Sharing of the Agreement is amended to allow additional time for the sale of basalt rock and add a standard for efforts required to sell the basalt rock, so that Article 3 reads in its entirety as follows:

The Contractor agrees to use best efforts to sell the basalt rock removed from Cells 5B and 6B and all other rock previously excavated under this Agreement by the termination date of this Agreement. The Contractor shall pay the Owner \$1.50 per ton for aggregates produced and sold by the Contractor across the scales located at the Caja del Rio Landfill on a monthly basis until all of the aggregates have been sold. All excavated rock and produced aggregate that is not sold by the termination date of this Agreement shall remain the property of the Agency.

3. **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION** Article 4, Time of Commencement and Substantial Completion of the Agreement is amended to define the time of commencement and substantial completion for Phase I Construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill for Cells 5B and 6B , so that Article 4 reads in its entirety as follows:

The Work to be performed for Phase I construction for Cell 5B/6B shall commence no later than ten (10) calendar days after the date of written Notice to Proceed. For the Work described in Article 2 as basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B, the substantial completion date shall be no later than September 30, 2013, except as hereafter extended by a valid written Change Order by the Owner. All of the remaining Work shall be completed by May 3, 2014.

4. **CONTRACT SUM** Article 5, Contract Sum of the Agreement is amended to increase the amount of the contract sum to a total of ONE MILLION SIX-HUNDRED SEVENTY-FIVE AND

NINETEEN DOLLARS AND ZERO CENTS (\$1,675,019.00) so that Article 5 reads in its entirety as follows:

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 not to exceed NINE MILLION THREE-HUNDRED THIRTEEN AND FIFTY-EIGHT DOLLARS AND TWENTY-THREE CENTS (\$9,313,058.23).

DESCRIPTION	AMOUNT	COMPLETED AND PAID
Contract	\$2,310,488.18	Yes
Change Order No. 1 to Contract	\$285,946.05	Yes
Amendment No. 1	\$5,041,605.00	Yes
Amendment No. 2	\$1,675,019.00	-
Contract to Date	\$9,313,058.23	-

5. **LIQUIDATED DAMAGES** Article 7, Liquidated Damages of the Agreement is amended to define the liquidated damages for Phase I Construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill for Cells 5B and 6B, so that Article 7 reads in its entirety as follows:

Should the Contractor neglect, refuse, or otherwise fail to complete the Work described in Article 12 as basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B by September 30, 2013, or any approved extension of that deadline, the Contractor agrees to pay to the Agency the amount of Five Hundred Dollars (\$500) per calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Agreement, not as a penalty, but as a liquidated damages for such breach of the Agreement.

6. **TERM AND EFFECTIVE DATE**

A new Article 12 is amended to the Agreement to clarify that the Agreement terminates on May 3, 2014, pursuant to NMSA 1978, Section 13-1-150 that limits the term of a construction contract of \$25,000 or more to a maximum of eight years, so that Article 12 states in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on May 3, 2014, unless it is terminated sooner pursuant to the Agreement.

B. Pursuant to the limitations on multi-term contracts codified in NMSA 1978 § 13-1-150, this Agreement may not exceed eight 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.

7. AGREEMENT IN FULL FORCE

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

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

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY:**

**CONTRACTOR:
DELHUR INDUSTRIES, INC.**

By: _____
Councilor Peter Ives
Chairperson

By: _____
Tim Holth
President

Date: _____

Date: _____

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

SECTION 002

GENERAL TERMS AND CONDITIONS

1.1 DEFINITION OF TERMS

Owner: Santa Fe Solid Waste Management Agency; also referred to as "SFSWMA" or the "Agency."

Engineer: All references to Engineer shall mean SFSWMA acting either directly or through properly authorized representatives acting within the scope of the particular duties delegated to them. For this project Engineering/Design support will be performed by CDM Smith Inc., 6000 Uptown Boulevard NE, Suite 200, Albuquerque, New Mexico 87110, telephone (505) 243-3200.

Contractor: The person, persons, firm, partnership, corporation or combination thereof, who have entered into a contract with SFSWMA to perform work pursuant to the Contract requirements. For this project, the Contractor will be Delhur Industries, Inc., 4333 Tumwater Access Road, Port Angeles, WA 98362.

Construction Manager (CM): The firm under contract to perform Construction Management for the project.

Construction Quality Assurance

(CQA) Firm: The firm under contract to perform Construction Quality Assurance monitoring and reporting for the project. CQA will be performed by CDM Smith Inc., 6000 Uptown Boulevard NE, Suite 200, Albuquerque, New Mexico 87110, telephone (505) 243-3200.

These Contract Documents include the General Terms and Conditions, Mobilization/ Construction Support Tasks, and the Technical Specifications for the Phase I construction for Cells 5B and 6B at the Caja Del Rio Landfill.

1.2 DESCRIPTION OF WORK

The Work to be done by the Contractor shall include furnishing all labor, materials, tools, equipment, power, and water for the basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B for Phase I construction at the Caja del Rio Landfill. All associated Work shall be in accordance with the Contract Documents, including the technical specifications and construction drawings. Additional detail regarding the Work is included in Section 01010 (Summary of Work).

1.3 CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement Between Owner and Contractor (Section 001), as well as the following:

- o Section 002: General Terms and Conditions
- o Section 003: Labor and Material Payment Bond
- o Section 004: Performance Bond
- o Section 005: Wage Rate Decision
- o Section 006: Technical Specifications, dated April 2013
- o Section 007: Construction Drawings, dated April 2013

1.4 REFERENCE SPECIFICATIONS

A. STANDARD SPECIFICATIONS

The standard specifications shall be considered as the "2007 Standard Specifications for Highway and Bridge Construction" as published by the New Mexico Department of Transportation (NMDOT) and all subsequent amendments, supplements and additions.

B. ASTM SPECIFICATIONS

The ASTM specifications shall be considered as the latest revised specifications or tentative specifications of American Society of Testing Materials as specified in either the Special Conditions, General Provisions or Standard Specifications.

C. STANDARD DRAWINGS

Unless otherwise noted on the project plans, the Standard Drawings shall be the most recent standard drawings referenced.

1.5 PRECEDENCE OF CONTRACT DOCUMENTS

In case of conflict between the contract documents as listed in Section 1.3 of these Technical Specifications and the Reference Specifications as listed in Section 1.4 of these Technical Specifications, the following order of governing documents shall be followed:

- A. Permits
- B. Special Conditions
- C. General Terms and Conditions
- D. Construction Drawings
- E. Reference Specifications as listed in Section 1.4 of these Technical Specifications

1.6. JOB PROGRESS SCHEDULE

Within 7 days of the approval of the Project Authorization by SFSWMA, the Contractor shall submit a proposed Schedule of Operations to SFSWMA in accordance with Section 01310 (Progress Schedules). Note that the schedule shall indicate criticality of operations and milestones established by SFSWMA. The schedule shall also reflect anticipated blasting dates, with associated quantities, required for the

project.

If the Contractor elects to submit an early completion schedule for the project, it does so at its risk and such a submission does not change the Contract completion date reflected in the Notice to Proceed. SFSWMA will not accept any responsibility for, nor be held liable for, any damages allegedly caused by the Contractor's failure to complete the Project within its proposed early completion schedule.

1.7. SHOP DRAWINGS AND SUBMITTALS

During the pre-construction conference, the Contractor shall provide to SFSWMA for the Engineer's review a complete listing of all anticipated Contractor submittals and the proposed submittal dates for each in accordance with Section 01300 (Submittals). SFSWMA will submit said listing to the Engineer for review and comment. The Contractor shall indicate items as shop drawings, compliance certificates, material samples, or guarantees.

1.8 WORKING DAYS

The Contractor may perform work between the hours of 6:30 a.m. and 7:30 p.m., Monday through Saturday. No operations will be conducted beyond those periods unless otherwise approved in writing by the Engineer.

1.9 TIME OF COMPLETION/LIQUIDATED DAMAGES; EXTENSION OF TIME

The Contractor agrees to substantially complete all work by September 30, 2013, commencing upon issuance of a NOTICE TO PROCEED, by the SFSWMA.

In accordance with Article 5 of the Agreement, Contractor agrees to forfeit and pay to SFSWMA the sum of Five Hundred Dollars (\$500) per day for each calendar day that completion of the project is delayed beyond the specified completion date.

Such sums shall be deducted from any payments due to or to become due to the Contractor. If delays are caused by unforeseen events beyond the control of both the Contractor and SFSWMA, or by delays within the control of the SFSWMA, such delays will entitle the Contractor to an extension of time, but Contractor shall not be entitled to damages or additional payment due to such delays.

Determinations of Contract Time Extensions shall be in accordance with Section 108.6 of the Standard Specifications.

Additionally, Contractor agrees to forfeit and pay to the SFSWMA any penalties and/or fines assessed by the various regulatory agencies having jurisdiction over the landfill for violations associated with a failure to complete the project within the specified completion date.

Such sum shall be deducted from any payments due to or to become due to Contractor. If delays are caused by unforeseen events beyond the control of both Contractor and SFSWMA, or by delays within the control of SFSWMA, such delays will entitle Contractor to an extension of time, but Contractor shall not be entitled to damages or additional payment due to such delays.

1.10 RESPONSIBLE REPRESENTATIVE

The Contractor shall furnish to SFSWMA, in writing, the name of the representative who shall have complete authority to act for this project, including, but not limited to, implementation and enforcement of the site safety plan, the maintenance of barricades, signs, lights, fencing, erosion and dust control. The Contractor shall also furnish to SFSWMA, a telephone number where the Contractor or his representative may be contacted 24 hours a day. The representative shall be present at the job site during all working hours.

1.11 CONTROL OF WORK

In addition to the requirements of Section 01146 (Control of Work), SFSWMA will establish bench marks and primary control points outside the work limits. All other construction layout and staking shall be the responsibility of the Contractor.

END OF SECTION

SECTION 003

LABOR AND MATERIAL PAYMENT BOND

A. KNOW ALL MEN BY THESE PRESENTS, that _____

(HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR) as
Principal, hereinafter called Principal, and _____

(HERE INSERT THE LEGAL TITLE OF SURETY) as Surety, hereinafter called Surety, are held and
firmly bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, for
the use and benefits of claimants as herein below defined, in the amount of _____

DOLLARS, (\$ _____) for the payment whereof Principal and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

B. WHEREAS, Principal has by written agreement dated _____ of _____, 2013 entered
into a contract with the Santa Fe Solid Waste Management Agency for the _____
in accordance with Agreement documents and specifications prepared by the Santa Fe Solid Waste
Management Agency, which contract is by reference made a part hereof, and is hereinafter referred to as the
Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that if the Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably
required for use in the performance of the Contract, than this obligation shall be void; otherwise, it shall
remain in full force, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the principal or with a subcontractor of the principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above-named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The Owner shall not be liable for payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, or other than one having a direct contract with the principal, shall have written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety (90) days after such said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed.
 - b. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business, or revised in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such services need not be made by a public officer.
 - c. After the expiration of one (1) year following the date on which Principal ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is

prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

d. Other than in a state court of competent jurisdiction in and for the Santa Fe Solid Waste Management Agency or other political subdivision of the state in which the project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall not be reduced by and to the extent of any payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

SIGNED AND SEALED on _____, 2013

In the presence of:

NOTARY PUBLIC

My Commission Expires: _____

NAME OF COMPANY

By: _____

Title: _____

NAME OF SURETY

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

This bond is issued simultaneously with performance bond in favor of contracting agency for the faithful performance of the contract.

SECTION 004

PERFORMANCE BOND

A. KNOW ALL MEN BY THESE PRESENTS, that _____

(HERE INSERT THE NAME AND ADDRESS OR LEGAL TITLE OF THE CONTRACTOR) as
Principal, hereinafter called Contractor, and _____

(HERE INSERT THE LEGAL TITLE OF SURETY) as Surety, hereinafter called Surety, are held firmly
bound unto the Santa Fe Solid Waste Management Agency as Obligee, hereinafter called Owner, in the
amount of _____

DOLLARS , (\$ _____) for the payment whereof Contractor and Surety bind
themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by
these presents.

B. WHEREAS, the Contractor has by written agreement dated _____ of _____, 2013
entered into a contract with the Santa Fe Solid Waste Management Agency for the _____

in accordance with Drawings and Specifications prepared by the Owner which Contract is by reference
made a part hereof, and is hereinafter referred to as the Contract.

C. NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall
promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall
remain in full force and effect.

1. The Surety hereby waives notice of any alteration or extension of time made by the Owner.

2. Whenever Contractor shall be, and declared by the Owner to be in default under the Contract, the Owner having performed Owner's obligations there under, the Surety may promptly remedy the default or shall promptly:
 - a. Complete the Contract in accordance with its terms and conditions or
 - b. Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the most qualified bidder, arrange for a contract between such bidder and Owner, and make available as work progresses (even though there should be a default or a secession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which the surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.
3. Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the contract falls due.
4. No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

(SIGNED) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____, 2013.

NOTARY PUBLIC

My Commission Expires _____

NAME OF COMPANY

By: _____

Title: _____

Approved as to form:

NAME OF SURETY

By: _____

Title: _____

Countersigned:

Surety's Authorized New Mexico Agent

SECTION 005

WAGE RATE DECISION

SUSANA MARTINEZ
GOVERNOR



CELINA BUSSEY
SECRETARY

JOHN SANCHEZ
LT. GOVERNOR

STATE OF NEW MEXICO
DEPARTMENT OF WORKFORCE SOLUTIONS
625 Silver Ave SW Suite 410
Albuquerque, NM 87102
Telephone (505) 841-4405
Fax (505) 841-4420

PUBLIC WORKS PROJECT REQUIREMENTS

As a participant in a Public Works project valued at more than \$60,000 in the State of New Mexico, the following list addresses many of the responsibilities that are assigned by statute to each project stakeholder.

Contracting Agency

- Ensure that all contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division, Labor Enforcement Fund (LEF) prior to bidding.
- Provide completed Notice of Award (NOA) to Labor Relations Division within 3 (Three) days of this project being awarded.

General Contractor

- Provide to Labor Relations Division within 3 (Three) days a complete sub-contractor list and Statements of Intent (SOI) to pay Prevailing Wages.
- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the owner/contracting agency.
- NM Apprenticeship and Training Fund payments are to be paid to either an approved Apprenticeship program or to the Labor Relations Division.
- The Wage Rate poster must be displayed at the job site in an easily accessible place.
- When a project has been completed, Affidavits of Wages Paid (AWP) need to be sent to the Labor Relations Division.

Sub-Contractor

- Ensure that all sub-contractors wishing to bid on a Public Works project valued at more than \$60,000 are registered with the Labor Relations Division prior to bidding.
- Submit weekly certified payrolls to the General Contractors.
- NM Apprenticeship and Training Fund payments must be paid to either an approved Apprenticeship program or the Labor Relations Division.

"AN EQUAL OPPORTUNITY EMPLOYER"

Additional Information.

Reference material and forms for these requirements are available through the following New Mexico Workforce Solutions Web Link. www.dws.state.nm.us/new, Labor Relations, Public works

Additional Information

Additional information, requirements, and documents on these topics can be found through the Public Works web pages.

- Labor Enforcement Fund (LEF)
- Weekly Certified Payroll
- Public Works Apprenticeship and Training Fund (PWAT)
- Forms: Statement of Intent (SOI), Affidavit of Wages Paid (AWP)
- Prevailing Wage Rates (Base Rates, Fringe, and Apprenticeship Contributions)

CONTACT INFORMATION

Contact us for any questions relating to Public Works Projects.

Kim Kew at kim.kew@state.nm.us or 505-841-4405
Otis Caddy LynnO.Caddy@state.nm.us 505-841-4406

Cell 5B/6B Construction Project - Phase I: **Wage Decision # SF-13-0483-A** SANTA FE SOLID WASTE MANAGEMENT AGENCY
Phase I of the construction at the Caja del Rio Landfill includes basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B

TYPE "A" - STREET, HIGHWAY, UTILITY & LIGHT ENGINEERING

Effective January 1, 2013

Trade Classification	Base Rate	Fringe Rate
Bricklayer/Blocklayer/Stonemason	17.74	0.26
Carpenter/Lather	15.99	0.44
Cement Mason	15.52	0.26
Ironworker	21.77	6.03
Painter (Brush/Roller/Spray)	17.56	0.44
Electricians (outside)		
Groundman	26.79	11.03
Equipment Operator	29.61	11.03
Lineman/Wireman or Tech	30.20	11.03
Cable Splicer	31.38	11.03
Plumber/Pipefitter	28.30	4.07
Laborers		
Group I	13.73	0.35
Group II	14.03	0.35
Group III	14.43	0.35
Operators		
Group I	15.74	0.26
Group II	15.94	0.26
Group III	16.52	0.26
Group IV	16.54	0.26
Group V	16.53	0.26
Group VI	16.69	0.26
Group VII	16.74	0.26
Group VIII	16.89	0.26
Group IX	17.39	0.26
Group X	18.19	0.26
Truck Drivers		
Group I	13.32	0.26
Group II	13.52	0.26
Group III	13.72	0.26
Group IV	13.92	0.26

NOTE: SUBSISTENCE AND INCENTIVE PAY DO NOT APPLY TO TYPE "A" CONSTRUCTION.

Type A construction: Laborers, Operators, and Truck Drivers

Laborer classification groups and wage spreads for type "A" construction:

(1) Group I (unskilled): -\$0.30: building and common laborer; carpenter tender chainman; rodman; stakedriver; concrete buggy operator (hand); concrete workers; flagman; soil sample tester;

(2) Group II (semiskilled): (base): wagon, air tract, drill and diamond drillers' tender (outside); air and power tool man (not a carpenter's tool); asphalt heaterman; asphalt jointman; asphalt raker; batching plant scaleman; tenderers (to cement mason and plasterer); chain sawman; concrete power buggyman; concrete touch-up man; concrete sawman - coring mach.; curbing machine, asphalt or cement; cutting torchman; metal form setter-road; grade setter; hod carrier; mortar mixer and mason tender; powderman or blaster helper; sandblaster; scaler; vibratorman (hand type); vibratory compactor (hand type); window washer; nurseryman-gardener; wagon, air tract, drill and diamond driller (outside); roadway hardware worker;

(3) Group III (miscellaneous): +\$0.40: gunite pumpcreteman and nozzleleman; multi-plate setter; manhole builder; pipelayer; powderman-blaster-makeup; landscaper; traffic control technician; laboratory technician.

Equipment operator classification groups and wage spreads for type "A" construction:

(1) Group I: -\$0.80: concr. paving curing machine;

(2) Group II: -\$0.60: belt type conveyors (material and concrete); broom (self prop.); fork lift; grease truck oper.; head oiler; hydro lift; tractor (under 50 drawbar HP with or without attach.); indus. loco. brakeman; front end loader (2CY or less); fireman; oiler; screedman; roller (pull type); mulching machine, roller (self propelled);

(3) Group III: -\$0.02: concr. paving form grader; concr. paving gang vibrator; concr. paving joint or saw mach.; concr. paving sub grader; tractor with backhoe attachment; subgrade or base finisher; power plant (elec. gen. or welding mach.);

(4) Group IV: (base): bulldozer (including self-propelled roller with dozer attachment); batch or continuous mix plant (concr., soil cement, or asph.); roller (steel wheel); front end loader (2 through 10CY); scraper oper., motor grader;

(5) Group V: +\$0.00: asph. distr.; asph. paving or laydown mach.; asph. retort heater; mixer, heavy duty, asph. or soil cement; trenching mach.; clam type shaftmucker; backhoe, clamshell, dragline, gradall, shovel (under 3/4 CY); elevating grader or belt loader; cranes (crawler or mobile) under 20 ton; air compressor (300 CFM and over); crushing screening and washing plants; drlg. mach. (cable core or rotary); mixer, concr. (1 CY and

less); pump (6 in. intake or over); winch truck; hoist (1 drum); indus. loco. motorman; lumber stacker; tractor (50 drawbar HP or over);

(6) Group VI: +\$0.15: concr. paver mixer; hoist (2 drums and over); side boom; traveling crane; piledriver; backhoe, clamshell, dragline, gradall, shovel (3/4 CY to 3 CY); cranes (crawler or mobile) 20 ton to 40 ton; front end loader (over 10 CY); mixer., concr. (over 1 CY); mechanic and/or welder;

(7) Group VII: +\$0.20: concr. slip-form paving mach.; concr. paving finishing mach.; concr. paving longitudinal float; gunite mach.; refrig.; jumbo form or drlg.; stage; slusher; concr. paving spreader; pumpcrete mach.; grout pump oper.;

(8) Group VIII: +\$0.35: mine hoist; bulldozer (multiple units); scraper (multiple units); mucking mach.; backhoe, clamshell, dragline, gradall, shovel (over 3 CY); cranes (crawler or mobile) over 40 tons;

(9) Group IX: +\$0.85: belt loader (CMI type) oper.; pipemobile oper. assistant; derrick, cableway;

(10) Group X: +\$1.65: pipemobile operator; mole operator.

Truck driver classification groups and wage spreads for type "A" construction:

(1) Group I: -\$0.20: pick-up truck 3/4 ton or under; warehouseman; dump truck, under 8 cubic yards; flatbed, 1 1/2 ton or under;

(2) Group II: (BASE): dump truck, 8 to 16 cubic yards; tank truck, under 6,000 gallons; flatbed, over 1 1/2 ton;

(3) Group III: +\$0.20: spreader box (self-propelled); distributor (asphalt) transit mix; lowboy, light equipment; off-highway hauler; tank truck, over 6,000 gallons; dump truck, over 16 cubic yards; trailer semi-trailer dump;

(4) Group IV: +\$0.40: diesel-powered transport; lowboy, heavy equipment.

NEW MEXICO DEPARTMENT OF WORKFORCE SOLUTIONS - PUBLIC WORKS BUREAU

QUESTIONS?? Call OR E-mail:

Otis Caddy @ (505) 841-4406 OR Lynno.caddy@state.nm.us or
Kim Kew @ (505) 841-4405 OR kim.kew@state.nm.us

fax (505) 841-4423

Contracting Agency/Owner	County	Decision Date	Decision No.
Santa Fe Waste Management Agency	Santa Fe	04/06/13	SF-13-0483 A
		Expires for Bids	
Type of Construction: A		08/04/13	
<p>Description of Work: Cell 5B/6B Construction Project - Phase I Phase I of the construction at the Caja del Rio Landfill includes basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B</p> <p>REMINDER to those preparing BID documents: If bids are not opened by the above "Expires for Bids" date, a NEW wage decision may be required. If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required. Call the Public Works Bureau at (505) 841-4409 to check status of new wage rates.</p>			

NOTICES

ALL contractors **MUST** have an active registration with the Labor Enforcement Fund before bidding on any public works project. Bids from contractors who are not registered will be considered **INVALID**.

The General/Prime Contractor selected for this project **MUST** submit a completed Statement of Intent to Pay Prevailing Wages to the Contracting Agency (or it's agent) before any work is started.

Sub-contractors & 2nd/3rd Tier Contractors **MUST** also submit Statements through their General/Prime before they start work. The General/Prime is responsible for informing the Contracting Agency or it's agent whenever there is a change to the subcontractors on the project.

The Contracting Agency or it's agent **MUST** fill out and submit the Notification of Award and Subcontractor list to the Public Works Bureau and forward the remainder of this wage decision package to the General/Prime Contractor that is awarded the project contract. That contractor is also responsible for making certain that all subcontractors have copies of the wage decision and other needed forms.

The General/Prime Contractor **MUST** post the wage rate table at the job site outside the Superintendent's trailer/office in an easily accessible place.

Workers **MUST** be classified & paid according to the work they perform, regardless of qualifications.

These wage rates are good for the life of a project.

8/10/07

Public Works Bureau

625 Silver Ave SW, Suite 410, Albuquerque, NM 87102

Kim Kew (505) 841-4405 Otis Caddy (505) 841-4406 Email to: public.works@state.nm.us or fax to: (505) 841-4423

Wage Decision # SF-13-0483 A
NOTIFICATION OF AWARD (NOA)

Description and Location of Work: Cell 5B/6B Construction Project - Phase I

Phase I of the construction at the Caja del Rio Landfill includes basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B.

City of Santa Fe

Santa Fe County

Caja del Rio Landfill, 149 Wildlife Way

REMINDER for Agency Conducting BID Process: If bids are NOT submitted before new wage rates go into effect, a NEW wage decision WILL be required.

When the Contract is awarded for this project the Wage Rate Poster and the Wage Rate Packet, excluding this NOA and Subcontractor List, must be delivered to the **GENERAL/PRIME CONTRACTOR**. The Contracting Agency or its agent must complete this form (including the next page listing all of the subcontractors including 2nd tier subcontractors) and fax or mail it to the address above. **If the project is canceled**, this form must be completed by the agency conducting the bid process. Failure to submit the NOA in a timely manner is a violation of paragraph 11.1.2.9.B (3) of the Public Works Minimum Wage Act Policy Manual.

General/Prime Contractor Company Name: _____
License#: _____

Address: _____ City: _____ State: _____
Zip: _____

Telephone: _____ Fax: _____

Project Contact's name: _____ E-Mail: _____

Approximate Date Work to Start: _____

Estimated Completion Date: _____

Estimated Cost of Project: _____

Bid Opening Date: _____

Note: The General/Prime Contractor MUST mail/fax in their Statement of Intent to Pay Prevailing Wages to the Contracting Agency or its agent before beginning work on the project. Each Subcontractor (and all tiers of subcontractors) MUST also mail/fax their Statement of Intent to Pay Prevailing Wages through the General/Prime Contractor before they start work. After work on the project is completed (but before final payments), subcontractors and all tiers of subcontractors must mail/fax (through the General/Prime Contractor) an Affidavit of Wages Paid.

Signature for Contracting Agency (or agent) _____

Printed Name _____

Date _____

8/10/07

SUBCONTRACTOR LIST

Do NOT list suppliers or professional services (such as surveyors)
INCLUDE individual subcontractor dollar amount for project

Email to: public.works@state.nm.us or fax to: (505) 841-4423

Please include 2nd & 3rd Tier subcontractors. Make extra copies of form if necessary.

Wage Dec. # SF-13-0483 A

General Contractor:

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

Company Name: _____
 Address: _____ City: _____ State: _____ Zip: _____
 E-Mail Address: _____ License No.: _____
 Phone No.: _____ Fax No.: _____ Sub _____ 2nd TIER _____ 3rd TIER _____
 (To Whom) (To Whom)
 Work to be performed: _____ Amount (\$): _____

SECTION 006

TECHNICAL SPECIFICATIONS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGES</u>
Section 01010	Summary of Work	01010-1 through 01010-2
Section 01025	Measurement and Payment	01025-1 through 01025-4
Section 01040	Project Coordination	01040-1 through 01040-3
Section 01046	Control of Work	01046-1 through 01046-4
Section 01100	Environmental Protection Procedures	01100-1 through 01100-3
Section 01200	Project Meetings	01200-1 through 01200-4
Section 01295	Schedule of Values	01295-1 through 01295-2
Section 01300	Submittals	01300-1 through 01300-14
Section 01310	Progress Schedules	01310-1 through 01310-7
Section 01600	Delivery Storage and Handling	01600-1 through 01600-1
Section 01721	Project Record Documents	01721-1 through 01721-3
Section 01740	Warranties and Bonds	01740-1 through 01740-2
Section 01770	Project Closeout and Procedures	01770-1 through 01770-3
Section 02110	Temporary Water Pollution and Erosion Control	02110-1 through 02110-3
Section 02213	Rock Excavation	02213-1 through 02213-12

SECTION 01010
SUMMARY OF WORK

PART 1 GENERAL

1.01 LOCATION OF WORK AND DEFINITIONS

- A. The Work of this Contract is located in Santa Fe, New Mexico, for the Santa Fe Solid Waste Management Agency. The Work will be completed at the Caja del Rio Landfill, as shown on the Drawings.
- B. The following definitions shall apply to the Work:
 - 1. *Technical Specifications* shall refer to the Sections included under Divisions 1 through 2. The individual Technical Specifications may be referred to as "Specifications," "Specification Sections," or "Technical Specifications."
 - 2. *Standard Specifications* shall refer to the "New Mexico State Highway and Transportation Department Standard Specifications for Highway and Bridge Construction," 2007 Edition, as applicable.

1.02 SCOPE OF WORK

- A. Phase I of the construction at the Caja del Rio Landfill includes basalt rock blasting, excavation, and removal and rough subgrade preparation for Cells 5B and 6B.
- B. Contractor shall furnish all labor, materials, equipment and incidentals required to complete the Work for Cells 5B and 6B, including:
 - 1. Mobilization/Demobilization/Project Administration.
 - 2. Permitting.
 - 3. Basalt Blasting.
 - 4. Basalt Excavation.
 - 5. Basalt Removal.
 - 6. Rough Subgrade Preparation.
 - 7. Site and environmental controls.

1.03 CONTRACT TIME

- A. Perform work to accommodate applicable permitting review and permits acquisition. The Contractor shall include time for this requirement. All project Work shall be completed by September 30, 2013.

1.04 CONTRACTOR'S USE OF PREMISES

- A. Contractor shall coordinate use of the premises, for its storage and the operations of its workforce, with the Owner.
- B. The Contractor shall provide spill containment for all regulated materials and NFPA rated containment for all flammable materials.

1.05 OWNER OCCUPANCY

- A. The Owner will occupy premises during performance of the Work for the operation and maintenance of the existing Caja del Rio Landfill and associated facilities. Coordinate all construction operations to facilitate Owner usage.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Measurement and payment shall be as specified in this Section.
- B. Work to be performed under this Contract will be paid for in accordance with the general conditions under the appropriate bid items in the Unit Price Bid Proposal. No item of Work shown on Drawings or Specifications will be considered for extra compensation due to a claim that it does not fall within the scope of one of the Bid items.
- C. Contractor shall, within ten (10) days of the effective date of Contract, submit a complete breakdown of Lump Sum bid items showing value assigned to each part of Work including overhead and profit. Payment for materials delivered but not fully incorporated in work will be made only if such materials are listed and assigned a value in Contractor's submittals. Refer to Section 01295, SCHEDULE OF VALUES.
- D. General scope of work under each bid item includes all labor and materials required for construction of completely functional and operational facilities as shown on the Drawings and in these Specifications.
- E. GENERAL: The total base bid price shall cover all work required by the Contract Documents plus New Mexico Gross Receipts Tax (NMGR). All costs in connection with the proper and successful completion of the Work, including furnishing all materials, equipment, supplies, and appurtenances; providing all construction plans, equipment, and tools; and performing all necessary labor and supervision to fully complete the Work in accordance with these Contract Documents, shall be included in the prices bid. All Work not specifically set forth as a pay item in the bid proposal shall be considered a subsidiary obligation of Contractor and as such, all cost in connection therewith shall be included in the prices bid.
- F. ESTIMATED QUANTITIES: All estimated quantities for unit price bid items stipulated in the bid proposal are approximate and are to be used only as a basis for estimating the probable cost of the Work. The actual amounts of Work done and materials furnished under unit price items may differ from the estimated quantities. The basis of payment for Work and materials will be the actual amount of Work done and materials furnished.
- G. MEASUREMENT AND PAYMENT: All measurements and payments will be based on completed Work performed in strict accordance with the Drawings and Specifications and in accordance with contract-unit prices and schedule of values. Incidental Work and items not listed in the contract-unit price schedule will not be paid for separately, but will be included in the payment for the listed item or items to which such incidental Work applies. Measurement and payment for Lump Sum items shall be full compensation for all labor, equipment, materials, testing and incidentals necessary to perform the Work in accordance with these Contract Documents, and shall include all else incidental thereto for which separate payment is not provided under other items.

1.02 BID ITEM DESCRIPTION, MEASUREMENT, AND PAYMENT

- A. General: The Base Bid item numbers shown below are consistent with numbers in the Unit Price Bid Proposal. Estimated quantities stipulated in the Unit Price Bid Proposal are approximate and are to be used only as a basis for estimating the probable cost of the Work and for the purpose of comparing the bids submitted for the Work. The actual amounts of the Work done and materials furnished under unit price items may differ from the estimated quantities.

Item No. 1 Mobilization/Demobilization

Shall include all costs for Contractor's mobilization and demobilization, insurance and bond, construction permits and fees, job trailers, and site administration expenses. Shall include all costs for contract closeout, site cleanup, and all costs associated with Contractor's demobilization from the site. Payment for Mobilization and Demobilization shall be on a Lump Sum basis as noted in the Bid Schedule.

Payment for Mobilization will be made at a percentage of the Bid Price according to the following schedule:

Percentage of Contract Work Completed (Excluding Mobilization)	Amount of Mobilization Considered Complete
5 percent	15 percent
10 percent	30 percent
15 percent	45 percent
20 percent	60 percent

Payment of the remaining 30 percent of the mobilization price will be made on completion of the Work and after all equipment has been removed. The remaining 10 percent will be paid after demobilization activities are complete.

Payment of the lump sum price for mobilization shall constitute full compensation for all labor, materials, equipment, and other items necessary and incidental to completion of this item of Work. The deletion of Work or the addition of extra work as provided herein shall not affect the price for mobilization.

Item No. 2 Environmental Protection

Shall include all labor, materials, equipment, and incidentals required for the project environmental protection activities, including the Stormwater Pollution Prevention Plan (SWPPP) and erosion controls, necessary for the entire project. Payment Environmental Protection shall be on a Lump Sum basis as noted in the Bid Schedule.

Item No. 3 Basalt Rock Removal

The contract unit price paid per cubic yard for Basalt Rock Removal shall include full compensation for furnishing all labor, tools, equipment, and incidentals and for doing all work involved in evacuation, including: blasting, excavation, transport, placement in designated stockpile(s), as shown on the Drawings, as referenced in these Specifications, and as directed by the Engineer.

Final pay quantities will be determined by comparing the volumetric difference between the pre-construction topographic surveys and 6 inches below the prepared subgrade of the Cell 5B and 6B slopes and floor area. Interim progress payments will be based on the Engineer and/or Owner's evaluation of the estimated percentage of work completed during the subject period. Excavation completed beyond the tolerances indicated in the Specifications, or limits indicated on the Drawings, will not be compensated unless previously approved by the Engineer.

Item No.4 (Allowance) Construction Staking and Surveying

Shall include all labor, materials, equipment, and incidentals required for construction related surveying and staking necessary to complete work to lines and grades shown on the Drawings. Cost for Construction Staking and Surveying Work shall be performed under this \$20,000 Allowance.

Work completed by the Contractor, subcontractor, manufacturers, fabricators, suppliers, or distributors related to the construction staking and surveying shall be covered under this Bid Item within the Allowance limit. The contract price shall be adjusted as required to reflect actual costs of the items for which this Allowance is specified and an appropriate Change Order may be issued with Owner approval. Contractor agrees that the original Contract Price includes all costs and profit related to the construction staking and surveying Work. No demand for additional cost or profit in connection therewith will be valid.

Contractor costs included in this Allowance shall include costs of products or services to Contractor or subcontractor, less applicable trade discounts; labor required for the Work, unless otherwise included in other Bid Items; and administrative costs related to Allowance payment. Contractor shall list amount of each allowance invoice, purchased or rented equipment costs, and costs at hourly rates with other items on each application for payment, and submit one copy of invoice with each copy of application for payment for Engineer review.

Item No. 5 (Allowance) Labor and Materials Bond

Shall include cost for Labor and Materials Bond in accordance with Section 003 (Labor and Materials Bond). Cost for this Bid Item shall not exceed one percent of the total Contract Price and shall be provided under this \$17,000 Allowance.

1.03 UNIT PRICE BID PROPOSAL

- A. The following Unit Price Bid Proposal shall apply for the Project. All Work not specifically set forth as a pay item in this bid proposal shall be considered a subsidiary obligation of Contractor and as such, all cost in connection therewith shall be included within the Bid Items as listed below.

Item No.	Item Description	Unit Quantity	Total Quantity	Total Estimated Cost
1	Mobilization / Demobilization	Lump Sum	1	\$130,000
2	Environmental Protection Procedures	Lump Sum	1	\$10,000
3	Basalt Rock Removal	Cubic Yard	300,000	\$1,395,000
4	Construction Staking and Surveying	Allowance	1	\$20,000
5	Labor and Materials Bond	Allowance	1	\$17,000
Total Contract Price, Items 1 through 5 (Excluding applicable NMGR)				\$1,572,000
NMGR at 6.625% (Item No. 1 through 4 only)				\$103,019
TOTAL CONTRACT PRICE, ITEMS 1 through 5 (Including applicable NMGR)				\$1,675,019

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01040
PROJECT COORDINATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This section specifies requirements for project coordination including:
 - 1. Coordination.
 - 2. Administrative and supervisory personnel.
 - 3. General installation provisions.
 - 4. Cleaning and protection.

- B. Related Work is provided in Section 02213 (Rock Excavation).

1.02 COORDINATION

- A. The Contractor shall organize construction operations and those of all subcontractors and coordinate all activities with the Engineer. It will be the responsibility of the Contractor to complete and coordinate any, and all, additional Work as required/described in the Drawings, Contract Documents, Specifications, etc. in a manner that will ensure project completion within the designated timeframe.
- B. Within thirty (10) calendar days following Notice of Award of the Contract, the Contractor shall submit to the Engineer and/or the Owner the proposed Schedule of Work as required by Section 01310 (Progress Schedules). This Schedule shall be in the form of a Critical Path Method (CPM) Network plan, as described in Section 01310 (Progress Schedules), and shall reflect all coordination efforts of the Work of this Contract. The Schedule shall identify points in time when the any utility service (water, gas, electric, etc.) shutdowns shall need to occur, and the duration of those shutdowns. The Contractor shall modify the Schedule as required, prior to the start of construction, to eliminate potential conflicts, delays, and disruption of utility service activities to the satisfaction of the Engineer and/or the Owner.

1.03 SITE CONDITIONS

- A. Several areas of construction under this contract must be coordinated and accomplished in a logical order to maintain service within the Santa Fe Solid Waste Management Agency jurisdiction and to allow construction to be completed within the time allowed by Contract Documents. Activities may require coordination with the other contractors, if any, to allow orderly and timely completion of all the Work.
- B. When access through construction areas must be disrupted, provide alternate acceptable access for the Owner's personnel or other contractors.

- C. Coordinate the activities in the interface or common areas with these other contractors and/or the Owner's personnel. Submit to the Engineer a description and schedule as to how the common areas will be utilized, recognizing the required coordination with other contractors and/or the Owner's personnel.
- D. When the Work requires an existing access road, facility, and/or utility to be taken out of operation, temporarily or permanently, notify the Engineer a minimum of one week in advance.

1.04 ADMINISTRATIVE PROCEDURES

- A. Coordinate scheduling and timing of administrative procedures with other activities to avoid conflicts and ensure orderly progress. Such activities include:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities, including access roads.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.

1.05 STAFF NAMES

- A. Within 15 days of Notice to Proceed, submit a list of Contractor's staff assignments, including Superintendent and personnel at the site; identify individuals, their duties and responsibilities and telephone numbers.

1.06 INSPECTION OF CONDITIONS

- A. The Contractor shall inspect the substrate and conditions under which Work is performed. Do not proceed until unsatisfactory conditions have been corrected.

1.07 MANUFACTURER'S INSTRUCTIONS

- A. Comply with manufacturer's installation instructions and recommendations, to the extent that they are more stringent than requirements in Contract Documents.
- B. Inspect material immediately upon delivery and again prior to installation. Reject damaged and defective items.

1.08 VISUAL EFFECTS

- A. Recheck measurements and dimensions, before starting installation.
- B. Install each component during weather conditions and project status that will ensure the best results. Isolate each part from incompatible material as necessary to prevent deterioration.

1.09 CLEANING AND PROTECTION

- A. During handling and installation, clean and protect construction in progress and adjoining materials in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
 - 1. Clean and maintain completed construction as often as necessary through the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
 - 2. Limiting Exposure: Supervise operations to ensure that no part of construction completed or in progress, is subject to harmful or deleterious exposure. Such exposures include:
 - a. Excessive static or dynamic loading.
 - b. Excessive internal or external pressures.
 - c. Excessive weathering.
 - d. Excessively high or low temperatures or humidity.
 - e. Air contamination or pollution.
 - f. Water or ice.
 - g. Chemicals or solvents.
 - h. Heavy traffic, soiling, staining and corrosion.
 - i. Rodent and insect infestation.
 - j. Unusual wear or other misuse.
 - k. Contact between incompatible materials.
 - l. Theft or vandalism.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01046
CONTROL OF WORK

PART 1 GENERAL

1.01 SITE

- A. Furnish materials and equipment which will be efficient, appropriate and large enough to secure a satisfactory quality of work and a rate of progress which will insure the completion of the work within the Contract Time. If at any time such operations appear to the Engineer to be inefficient, inappropriate or insufficient for securing the quality of work required or for producing the rate of progress aforesaid, he/she may order the Contractor to increase the efficiency, change the character or increase the equipment and/or materials, the Contractor shall conform to such order. Failure of the Engineer to give such order shall in no way relieve the Contractor of his/her obligations to secure the quality of the work and rate of progress required.

1.02 PRIVATE LAND

- A. Do not enter or occupy private land outside of easements, except by permission of the land Owner.

1.03 SITE SAFETY

- A. The Contractor shall provide a Site Specific Health and Safety Plan, with the signed Contract Documents, that meets the minimum of all federal, state, and local health and safety regulations. The Contractor shall be solely responsible for adherence to the Site Specific Health and Safety Plan at all time. The Contractor shall provide a Safety Record with the Contract Documents. The Safety Record shall be the OSHA 200 Log for the past three calendar years and any incidents in the current year.

The Contractor shall determine for himself the extent to which these requirements are applicable to his work and subcontractors work for this project. It is the responsibility of the Contractor to confirm compliance with all relevant health and safety regulations.

The Contractor shall be responsible for providing all items necessary for health and safety, including dust control, and personnel protective equipment, in accordance with applicable Federal and State requirements.

The Contractor is advised that decomposing refuse produces landfill gas, which may contain approximately 50 percent methane (natural gas) by volume. Landfill gas is colorless, can be odorless, may contain hydrogen sulfide, is combustible, and contains no oxygen. Landfill gas can also migrate through soil near the landfill. The Contractor is therefore advised of the need for precautions against fire, explosion, and asphyxiation when working in or near construction areas which are in or near refuse areas. The Contractor's Site Specific Health and Safety Plan shall address this issue.

- B. Open Excavations: All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons and damage to property. The Contractor shall, at its own expense, provide suitable and safe bridges

and other crossings for accommodating travel by pedestrians and workmen. Bridges provided for access during construction shall be removed when no longer required. The length or size of excavation will be controlled by the particular surrounding conditions, but shall always be confined to the limits prescribed by the Engineer. If the excavation becomes a hazard, or if it excessively restricts traffic at any point, the Engineer may require special construction procedures such as limiting the length of the open trench, prohibiting stacking excavated material in the street and requiring that the trench shall not remain open overnight. Take precautions to prevent injury to the public due to open trenches. All trenches, excavated material, equipment, or other obstacles which could be dangerous to the public shall be well lighted at night.

1.04 CARE AND PROTECTION OF PROPERTY

- A. The Contractor shall be responsible for the preservation of all public and private property and shall use every precaution necessary to prevent damage thereto. If any direct or indirect damage is done to public or private property by or on account of any act, omission, neglect, or misconduct in the execution of the work on the part of the Contractor, such property shall be restored by the Contractor, at his/her expense, to a condition similar or equal to that existing before the damage was done, or he/she shall make good the damage in other manner acceptable to the Engineer.

1.05 PROTECTION AND RELOCATION OF EXISTING STRUCTURES AND UTILITIES

- A. The Contractor shall assume full responsibility for the protection of all buildings, structures, and utilities, public or private, including poles, signs, services to buildings, utilities in the street, gas pipes, water pipes, hydrants, sewers, drains and electric and telephone cables, whether or not they are shown on the Drawings. Carefully support and protect all such structures and utilities from injury of any kind. Any damage resulting from the Contractor's operations shall be repaired by the Contractor, at the expense of the Contractor. The Owner shall be responsible for the general location of all utilities on site. The Contractor shall be responsible for the final utility locations.
- B. Assistance will be given the Contractor in determining the location of existing services. The Contractor, however, shall bear full responsibility for obtaining all locations of underground structures and utilities. Services to buildings shall be maintained, and all costs or charges resulting from damage thereto shall be paid by the Contractor.
- C. Protection of existing utilities and structures as described in this Section shall be a part of the work under the Contract and all costs in connection therewith shall be included in Item 1, Total Bid Price in the Bid Proposal.
- D. If, in the opinion of the Engineer, permanent relocation of an existing utility is required, the Engineer may direct the Contractor, in writing, to perform the work. Work so ordered will be paid for at the Contract unit prices, if applicable, or as extra work. If relocation of a privately owned utility is required, the Owner will notify the Utility to perform the work as expeditiously as possible. The Contractor shall cooperate with the Owner and Utility. No claim for delay will be allowed due to such relocation. Notify all utility companies in writing at least 72 hours (excluding Saturdays, Sundays and Legal holidays) before excavating in any public way. Also notify the utility locating service, telephone New Mexico One-Call (1-800-321-ALERT), at least 72 hours prior to start of work.

1.06 HISTORICAL AND ARCHEOLOGICAL PROTECTION

- A. If during the course of construction, evidence of deposits of historical or archeological interest is found, the Contractor shall cease operations affecting the find and notify Owner. No further disturbance of the deposits shall ensue until the Contractor has been notified by Owner that the Contractor may proceed. Owner will issue a notice to proceed after the proper authorities have surveyed the find and made a determination to the Owner. Compensation to the Contractor, if any, for lost time or changes in construction resulting from the find, shall be determined in accordance with changed or extra work provisions of the Contract Documents.

1.07 WATER FOR CONSTRUCTION PURPOSES

- A. The Owner has treated effluent water available at the Caja del Rio Landfill available for the Contractor's use during construction. The Contractor shall provide all labor and equipment to collect, load, transport, apply, and dispose of water as necessary for compaction of materials, testing, dust control, and other construction uses.

1.08 ELECTRICITY FOR CONSTRUCTION PURPOSES

- A. Electricity is available to the Contractor at no cost, provided that it does not interfere with Owner operations. Use of electricity to an extent that interferes with Owner operations will require a separate meter pole or other power source be established for the project by the Contractor.
- B. Connection to the existing power supply shall be the Contractor's sole responsibility and expense.

1.09 OTHER TEMPORARY UTILITIES

- A. All other temporary utilities required to accomplish the Work to be the responsibility of and at the Contractor's sole expense.

1.10 COOPERATION WITHIN THIS CONTRACT

- A. All firms or persons authorized to perform any work under this Contract shall cooperate with the Contractor and his/her Subcontractors or trades and shall assist in incorporating the work of other trades where necessary or required.

1.11 CLEANUP AND DISPOSAL OF EXCESS MATERIAL

- A. During the course of the work, keep the site of operations as clean and neat as possible. Dispose of all residues resulting from the construction work and, at the conclusion of the work, remove and haul away any surplus excavation, broken pavement, lumber, equipment, temporary structures and any other refuse remaining from the construction operations and leave the entire site of the work in a neat and orderly condition. Disposal in the Caja del Rio Landfill shall be permitted.
- B. In order to prevent environmental pollution arising from the construction activities related to the performance of this Contract, the Contractor and his/her subcontractors shall comply with all applicable Federal, State and local laws and regulations concerning waste material disposal, as well as the specific requirements stated in this Section and elsewhere in the Specifications.

- C. The Contractor is advised that the disposal of excess excavated material in wetlands, stream corridors and plains is strictly prohibited even if the permission of the property Owner is obtained. Any violation of this restriction by the Contractor or any person employed by the Contractor will be brought to the immediate attention of the responsible regulatory agencies, with a request that appropriate action be taken against the offending parties. Therefore, the Contractor will be required to remove the fill at his/her own expense and restore the area impacted.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01100

ENVIRONMENTAL PROTECTION PROCEDURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials and equipment and perform all work required for the prevention of environmental pollution in conformance with applicable laws and regulations, during and as the result of construction operations under this Contract. For the purpose of this Section, environmental pollution is defined as the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to man; or degrade the utility of the environment for aesthetic and/or recreational purposes.
- B. The control of environmental pollution requires consideration of air, water and land, and involves management of noise and solid waste, as well as other pollutants.
- C. Schedule and conduct all work in a manner that will minimize the erosion of soils in the area of the work. Provide erosion control measures such as diversion channels, sedimentation or filtration systems, berms, staked hay bales, seeding, mulching or other special surface treatments as are required to prevent silting and muddying of streams, rivers, impoundments, lakes, etc. All erosion control measures shall be in place in an area prior to any construction activity in that area.
- D. All phases of sedimentation and erosion control shall comply with and be subject to the approval of the Stormwater Pollution Prevention Plan (SWPPP) (refer to Section 02120 - Temporary Water Pollution and Erosion Control).

1.02 APPLICABLE REGULATIONS

- A. Comply with all applicable Federal, State and local laws and regulations concerning environmental pollution control and abatement.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTIONS

3.01 EROSION CONTROL

- A. Provide positive means of erosion control such as shallow ditches around construction to carry off surface water. Erosion control measures, such as siltation basins, hay check dams, mulching, jute netting and other equivalent techniques, shall be used as appropriate, as provided in the Contractor's SWPPP.

3.02 PROTECTION OF STREAMS, SURFACE WATERS AND GROUNDWATER

- A. Take all precautions to prevent, or reduce to a minimum, any damage to any stream or surface water from pollution by debris, sediment or other material, or from the manipulation of equipment and/or materials in or near such streams.

- B. Take all preventative measures to avoid spillage of petroleum products and other pollutants. In the event of a spill, prompt remedial action shall be taken.

3.03 GROUNDWATER PROTECTION

- A. Take special measures to prevent harmful substances from entering groundwater.
- B. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams or into sanitary or storm sewers.

3.04 PROTECTION OF LAND RESOURCES

- A. Confine all construction activities to areas shown on the Drawings.
- B. Outside of areas requiring earthwork for the construction of the new facilities, do not deface, injure, or destroy trees or shrubs, nor remove or cut them without prior approval. No ropes, cables, or guys shall be fastened to or attached to any existing nearby trees for anchorage unless specifically authorized by the Engineer.

3.05 PROTECTION OF AIR QUALITY

- A. Burning - The use of burning at the project site for the disposal of refuse and debris will not be permitted.
- B. Dust Control - Maintain all excavations, embankment, stockpiles, access roads, plant sites, waste areas, borrow areas and all other work areas within or without the project boundaries free from dust which could cause the standards for air pollution to be exceeded and which would cause a hazard or nuisance to others.
- C. An approved method of stabilization consisting of sprinkling or other similar methods will be permitted to control dust. The use of petroleum products is prohibited. The use of chlorides may be used.
- D. Dust control shall be performed as the work proceeds and whenever a dust nuisance or hazard occurs, as determined by the Engineer.

3.06 NOISE CONTROL

- A. Make every effort to minimize noises caused by the non-blasting construction operations. Equipment shall be equipped with silencers or mufflers designed to operate with the least possible noise in compliance with Federal, State and local regulations.

3.07 RODENT AND PEST CONTROL

- A. As found necessary during construction.

3.08 DEBRIS CONTROL

- A. Maintain all areas under Contractor's control free of extraneous debris.

- B. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas or along access roads and haul routes.
 - 1. Provide containers for deposit of debris, as necessary.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
 - 3. Provide periodic inspection of traffic areas to enforce requirements.
- C. Periodic Debris Collection:
 - 1. Schedule periodic collection and disposal of debris.
 - 2. Provide additional collections and disposals of debris whenever the periodic schedule is inadequate to prevent accumulation.

END OF SECTION

SECTION 01200
PROJECT MEETINGS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. The Engineer shall schedule and administer pre-construction meeting, periodic progress meetings and specially called meetings throughout progress of the work.
 - 1. Prepare agenda for meetings.
 - 2. Make physical arrangements for meetings.
 - 3. Preside at meetings.
 - 4. Record the minutes; include significant proceedings and decisions.
 - 5. Reproduce and distribute copies of minutes within 15 working days after each meeting.
 - a. To participants in the meeting.
 - b. To parties affected by decisions made at the meeting.
- B. Representatives of Contractors, subcontractors and suppliers attending meetings shall be qualified and authorized to act on behalf of the entity each represents.
- C. Attend meetings to ascertain that work is expedited consistent with Contract Documents and construction schedules.

1.02 RELATED REQUIREMENTS

- A. Shop Drawings, Working Drawings and Samples are included in Section 01300 - SUBMITTALS.
- B. Project Record Documents are included in Section 01721 – Project Record Documents.

1.03 PRE-CONSTRUCTION MEETING

- A. Schedule a preconstruction meeting no later than 15 days after date of Notice to Proceed.
- B. Location: Santa Fe Solid Waste Management Authority (SFSWMA) Administration Building, located at the Caja del Rio Landfill, Santa Fe, NM.
- C. Attendance
 - 1. Owner's Representative.
 - 2. Engineer and his/her professional consultants.

3. Certified Blasting Representative.
4. Contractor's Superintendent.
5. Major Subcontractors.
6. Major suppliers.
7. Utilities as appropriate
8. Others as appropriate.

D. Suggested Agenda

1. Distribution and discussion of:
 - a. List of major subcontractors and suppliers.
 - b. Projected Construction Schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities.
4. Project Coordination.
 - a. Designation of responsible personnel.
5. Procedures and processing of:
 - a. Field decisions.
 - b. Proposal requests.
 - c. Submittals.
 - d. Change Orders.
 - e. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for maintaining Record Documents.
8. Use of premises:
 - a. Office, work and storage areas.
 - b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities.
11. Housekeeping procedures.

1.04 **PROGRESS MEETINGS**

- A. Schedule regular periodic meetings. The progress meetings will be held every 30 days with the first meeting 30 days after the pre-construction meeting or 30 days after the date of Notice to Proceed.
- B. Hold called meetings as required by progress of the work.
- C. Location of the meetings: Project field office of Contractor or Engineer or SFSWMA.
- D. Attendance
 - 1. Engineer and his/her professional consultants as needed.
 - 2. Subcontractors as appropriate to the agenda.
 - 3. Suppliers as appropriate to the agenda.
 - 4. Others as appropriate.
- E. Suggested Agenda
 - 1. Review, approval of minutes of previous meeting.
 - 2. Review of work progress since previous meeting.
 - 3. Field observations, problems and conflicts.
 - 4. Problems which impede Construction Schedule.
 - 5. Review of material delivery schedules.
 - 6. Corrective measures and procedures to regain projected schedule.
 - 7. Revisions to Construction Schedule.
 - 8. Progress, schedule, during succeeding work period.
 - 9. Coordination of schedules.
 - 10. Review submittal schedules; expedite as required.
 - 11. Maintenance of quality standards.
 - 12. Pending changes and substitutions.
 - 13. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date.
 - b. Effect on other contracts of the project.

14. Other business.

15. Construction schedule.

- F. Attend progress meetings and is to study previous meeting minutes and current agenda items, in order to be prepared to discuss pertinent topics such as deliveries of materials and equipment, progress of the work, etc.
- G. If requested by the Engineer, Contractor shall provide a current submittal log at each progress meeting in accordance with Section 01300 - SUBMITTALS.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01295
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Within 10 days of the effective date of the Contract, Contractor shall submit to Owner a Schedule of Values (a breakdown of the bid) allocated to the various portions of the Work.
- B. Upon request of the Owner, support the values with data which will substantiate their correctness.
- C. The accepted Schedule of Values shall be used only as the basis for the Contractor's Applications for Payment.

1.02 FORM AND CONTENT OF SCHEDULE OF VALUES

- A. Type schedule on an 8-1/2-in by 11-in or 8-1/2-in by 14-in white paper furnished by the Owner; Contractor's standard forms and automated printout will be considered for approval by the Owner upon Contractor's request. Identify schedule with:
 - 1. Title of Project and location.
 - 2. Project number.
 - 3. Name and Address of Contractor.
 - 4. Contract designation.
 - 5. Date of submission.
- B. Schedule shall list the installed value of the component parts of the Work in sufficient detail to serve as a basis for computing values for progress payments during construction.
- C. Identify each line item with the number and title of the respective major section of the specifications.
- D. For each major line item list sub-values of major products or operations under the item.
- E. For the various portions of the Work:
 - 1. Each item shall include a directly proportional amount of the Contractor's overhead and profit.
 - 2. For items on which progress payments will be requested for stored materials, prepare a sub-schedule as defined in paragraph 1.03 below.
- F. The sum of all values listed in the schedule shall equal the total Contract sum.

1.03 SUB-SCHEDULE OF UNIT MATERIAL VALUES

- A. Submit a sub-schedule of unit costs and quantities for:
 - 1. Products on which progress payments will be requested for stored products.
- B. The form of submittal shall parallel that of the Schedule of Values, with each item identified the same as the line item in the Schedule of Values.
- C. The unit quantity for bulk materials shall include allowance for normal waste.
- D. The unit values for the materials shall be broken down into:
 - 1. Cost of the material, delivered and unloaded at the site, with taxes paid.
 - 2. Copies of invoices for component material shall be included with the payment request in which the material first appears.
 - 3. Paid invoices shall be provided with the second payment request in which the material appears or no payment shall be allowed and/or may be deleted from the request.
- E. The installed unit value multiplied by the quantity listed shall equal the cost of that item in the Schedule of Values.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01300

SUBMITTALS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section includes the requirements for compiling, processing and transmitting submittals required for execution of the project.
- B. Submittals are categorized into two types: Action Submittals and Informational Submittals, as follows:
 - 1. **Action Submittal:** Written and graphic information submitted by the Contractor that requires the Engineer's approval. The following are examples of action submittals:
 - a. Shop drawings (including working drawings and product data)
 - b. Samples
 - c. Operation & maintenance manuals
 - d. Site Usage Plan (Contractor's staging - including trailer siting and material laydown area)
 - e. Schedule of values
 - f. Payment application format
 - 2. **Informational Submittal:** Information submitted by the Contractor that does not require the Engineer's approval. The following are examples of informational submittals:
 - a. Shop drawing schedule
 - b. Construction schedule
 - c. Statements of qualifications
 - d. Health and Safety Plans
 - e. Construction photography and videography
 - f. Work plans
 - g. Maintenance of traffic plans
 - h. Outage requests
 - i. Proposed testing procedures
 - j. Test records and reports
 - k. Vendor training outlines/plans
 - l. Certifications
 - m. Record Drawings
 - n. Record Shop Drawings
 - o. Submittals required by laws, regulations and governing agencies

- p. Submittals required by funding agencies
- q. Other requirements found within the technical specifications
- r. Warranties and bonds
- s. As-built surveys
- t. Contract close-out documents

1.02 RELATED WORK

- A. Additional requirements may be specified in the General Conditions for the Contract.
- B. Additional submittal requirements may be specified in the respective technical Specification Sections.
- C. Contract closeout submittals are included in Section 01721 – PROJECT RECORD DOCUMENTS.
- D. Project Record Documents are included in Section 01770 – PROJECT CLOSEOUT AND PROCEDURES.

1.03 CONTRACTOR'S RESPONSIBILITIES

- A. All submittals shall be clearly identified as follows:
 - 1. Date of submission
 - 2. Project number
 - 3. Project name
 - 4. Contractor identification
 - a. Contractor
 - b. Supplier
 - c. Manufacturer
 - d. Manufacturer or supplier representative
 - 5. Identification of the product
 - 6. Reference to Contract drawing(s)
 - 7. Reference to specification section number, page and paragraph(s)
 - 8. Reference to applicable standards, such as ASTM or Federal Standards numbers
 - 9. Indication of Contractor's approval
 - 10. Contractor's Certification statement

11. Identification of deviations from the Contract Documents, if any

12. Reference to previous submittal (for resubmittals)

B. Submittals shall be clear and legible, and of sufficient size for legibility and clarity of the presented data.

C. SUBMITTAL LOG

Maintain a log of all submittals. The submittal log shall be kept accurate and up to date. This log should include the following items (as applicable):

1. Description
2. Submittal number
3. Date transmitted to the Engineer
4. Date returned to Contractor (from Engineer)
5. Status of Submittal (Approved/Not Approved/etc.)
6. Date of Resubmittal to Engineer and Return from Engineer (if applicable and repeat as necessary)
7. Date material released for fabrication
8. Projected (or actual) delivery date

D. NUMBERING SYSTEM

Utilize a 9-character submittal identification numbering system in the following manner:

1. The first character shall be a D, S, M or I which represents Shop Drawing (including working drawings and product data), Sample, Manual (Operating & Maintenance) or Informational, respectively.
2. The next five digits shall be the applicable Section Number.
3. The next two digits shall be the numbers 01 to 99 to sequentially number each separate item or drawing submitted under each specific Specification Section, in the order submitted.
4. The last character shall be a letter, A to Z, indicating the submission (or resubmission) of the same submittal, i.e., "A" = 1st submission, "B" = 2nd submission, "C" = 3rd submission, etc. A typical submittal number would be as follows:

D-03300-008-B

D	= Shop Drawing
03300	= Section for Concrete
008	= the eighth different submittal under this section
B	= the second submission (first resubmission) of that particular shop drawing.

E. VARIANCES

Notify the Engineer in writing, at the time of submittal, of any deviations in the submittals from the requirements of the Contract Documents.

Notify the Engineer in writing, at the time of re-submittal (resubmission), of all deviations from previous submissions of that particular shop drawing, except those deviations which are the specific result of prior comments from the Engineer.

F. ACTION SUBMITTALS

1. SHOP DRAWINGS, WORKING DRAWINGS, PRODUCT DATA AND SAMPLES

a. SHOP DRAWINGS

- 1) Shop drawings as defined in the General Conditions, and as specified in individual Sections include, but are not necessarily limited to, custom prepared data such as fabrication and erection/installation (working) drawings, scheduled information, setting diagrams, actual shop work manufacturing instructions, custom templates, wiring diagrams, coordination drawings, equipment inspection and test reports, including performance curves and certifications, as applicable to the work.
- 2) Contactor shall verify all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and coordinate each item with other related shop drawings and the Contract requirements.
- 3) All details on shop drawings shall show clearly the relation of the various parts to the main members and lines of the structure and where correct fabrication of the work depends upon field measurements, such measurements shall be made and noted on the drawings before being submitted.
- 4) All shop drawings submitted by subcontractors and vendors shall be reviewed by the Contractor for field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data, and that it has been coordinated with other related shop drawings and the Contract requirements. Submittals directly from subcontractors or vendors will not be accepted by the Engineer.
- 5) The Contractor shall be responsible for the accuracy of the subcontractor's or vendor's submittal; and, for their submission in a timely manner to support the requirements of the Contractor's construction schedule. Shop drawings found to be inaccurate or otherwise in error shall be returned to the subcontractor or vendor to correct before submission to the Engineer. All shop drawings shall be approved by the Contractor.
- 6) Delays to construction due to the untimely submission of submittals will constitute inexcusable delays, for which Contactor shall not be eligible for additional cost nor additional contract time. Inexcusable delays consist of any delay within the Contactor's control.
- 7) Submittals for equipment specified under Divisions 11, 13, 14, 15 and 16 shall include a listing of installations where identical or similar equipment manufactured by that manufacturer has been installed and in operation for a period of at least five years.

b. WORKING DRAWINGS

- 1) Detailed installation drawings (sewers, equipment, piping, electrical conduits and controls, HVAC work, and plumbing, etc.) shall be prepared and submitted for review and approval by the Engineer prior to installing such work. Installation drawings shall be to-scale and shall be fully dimensioned.
- 2) Piping working drawings shall show the laying dimensions of all pipes, fittings, valves, as well as the equipment to which it is being connected. In addition, all pipe supports shall be shown.
- 3) Equipment working drawings shall show all equipment dimensions, anchor bolts, support pads, piping connections and electrical connections. In addition, show clearances required around such equipment for maintenance of the equipment.
- 4) Electrical working drawings shall show conduits, junction boxes, disconnects, control devices, lighting fixtures, support details, control panels, lighting and power panels, and Motor Control Centers. Coordinate all locations with the Contract Documents and the Contractor's other working drawings.

c. PRODUCT DATA

Product data, as specified in individual Specification Sections, include, but are not limited to, the manufacturer's standard prepared data for manufactured products (catalog data), such as the product specifications, installation instructions, availability of colors and patterns, rough-in diagrams and templates, product photographs (or diagrams), wiring diagrams, performance curves, quality control inspection and reports, certifications of compliance (as specified or otherwise required), mill reports, product operating and maintenance instructions, recommended spare parts and product warranties, as applicable.

d. SAMPLES

- 1) Furnish, samples required by the Contract Documents for the Engineer's approval. Samples shall be delivered to the Engineer as specified or directed. Unless specified otherwise, provide at least two samples of each required item. Materials or equipment for which samples are required shall not be used in the work unless and until approved by the Engineer.
- 2) Samples specified in individual Specification Sections, include, but are not limited to: physical examples of the work (such as sections of manufactured or fabricated work), small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and other specified units of work.
- 3) Approval of a sample shall be only for the characteristics or use named in such approval and shall not be construed to change or modify and Contract Requirements.
- 4) Approved samples not destroyed in testing shall be sent to the Engineer or stored at the site of the work. Approved samples of the hardware in good condition will be marked for identification and may be used in the work. Materials and equipment incorporated in work shall match the approved samples. Samples which fail testing or are not approved will be returned to the Contractor at his expense, if so requested at time of submission.

2. CONTRACTOR'S CERTIFICATION

- a. Each shop drawing, working drawings, product data, and sample shall have affixed to it the following Certification Statement:

"Certification Statement: by this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with other applicable approved shop drawings and all Contract requirements."

- b. Shop drawings, working drawings, and product data sheets 11-in x 17-in and smaller shall be bound together in an orderly fashion and bear the above Certification Statement on the cover sheet. The transmittal cover sheet for each identified shop drawing shall fully describe the packaged data and include a listing of all items within the package.
3. No submittals will be approved unless they have the manufacturer's Certification Statement affixed to them, or a waiver has been applied for and received. No materials or equipment shall be shipped to the site without the Certification Statement or waiver.
4. The review and approval of shop drawings, working drawings, product data, or samples by the Engineer shall not relieve the Contractor from the responsibility for the fulfillment of the terms of the Contract. All risks of error and omission are assumed by the Contractor and the Engineer will have no responsibility therefor.
5. Project work, materials, fabrication, and installation shall conform to approved shop drawings (including working drawings and product data) and applicable samples.
6. No portion of the work requiring a shop drawing (including working drawings and product data) or sample shall be started, nor shall any materials be fabricated or installed before approval of such item. Procurement, fabrication, delivery or installation of products or materials that do not conform to approved shop drawings shall be at the Contractor's risk. Furthermore, such products or materials delivered or installed without approved shop drawings, or in non-conformance with the approved shop drawings will not be eligible for progress payment until such time as the product or material is approved or brought into compliance with approved shop drawings. Neither the Owner nor Engineer will be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

7. OPERATION AND MAINTENANCE DATA

Operation and maintenance data shall be submitted in assembled manuals as specified. Such manuals shall include detailed instructions for Owner personnel on safe operation procedures, controls, start-up, shut-down, emergency procedures, storage, protection, lubrication, testing, trouble-shooting, adjustments, repair procedures, and other maintenance requirements.

8. SCHEDULE OF VALUES

On projects consisting of lump sums (in whole or in part) submit a proposed schedule of values providing a breakdown of lump sum items in to reasonably small components – generally disaggregated by building, area, and/or discipline. The purpose of the schedule of values is for processing partial payment applications. If requested by the Engineer, provide sufficient substantiation for all or some items as necessary to determine the proposed schedule of values is a reasonable representation of the true cost breakdown of the Work. The schedule

of values shall not be unbalanced to achieve early payment or over-payment in excess of the value of work or any other mis-distribution of the costs. If, in the opinion of the Engineer, the schedule of values is unbalanced, Contractor shall reallocate components to achieve a balanced schedule acceptable to Engineer. Refer to Section 01295 – SCHEDULE OF VALUES for additional details.

9. PAYMENT APPLICATION FORMAT

If an application form is included in the Contract Documents, use that form unless otherwise approved by the Engineer and Owner. If an application form is not included in the Contract Documents, Contractor may propose a form for approval.

10. SITE USAGE

Submit a proposed site staging plan, including but not limited to the location of office trailers, storage trailers and material laydown. Such plan shall be a graphic presentation (drawing) of the proposed locations; and, shall include on-site traffic modifications, and temporary utilities, as may be applicable.

G. INFORMATIONAL SUBMITTALS

1. SHOP DRAWING SCHEDULE

Prepare and submit a schedule indicating when shop drawings are required to be submitted to support the as-planned construction schedule. The submittal schedule shall allow sufficient time for preparation and submittal, review and approval, and fabrication and delivery to support the construction schedule.

2. CONSTRUCTION SCHEDULE

Prepare and submit construction schedules and monthly status reports as specified.

3. STATEMENTS OF QUALIFICATIONS

Provide evidence of qualification, certification, or registration, as required in the Contract Documents, to verify qualifications of licensed land surveyor, professional engineer, materials testing laboratory, specialty subcontractor, technical specialist, consultant, specialty installer, and other professionals.

4. HEALTH AND SAFETY PLANS

When specified, prepare and submit a general company Health and Safety Plan (HSP), modified or supplemented to include job-specific considerations.

5. CONSTRUCTION PHOTOGRAPHY AND VIDEOGRAPHY

Provide periodic construction photographs and videography as specified – including but not limited to preconstruction photographs and/or video, monthly progress photos and/or video and post-construction photographs and/or video.

6. WORK PLANS

Prepare and submit copies of all work plans needed to demonstrate to the Owner that Contractor has adequately thought-out the means and methods of construction and their interface with existing facilities.

7. MAINTENANCE OF TRAFFIC PLANS

Prepare maintenance of traffic plans where and when required by the Contract Documents and by local ordinances or regulations. If Contractor is not already knowledgeable about local ordinances and regulations regarding maintenance of traffic requirements, become familiar with such requirements and include all costs for preparation and submittal of traffic management plans and all associated costs for permits and fees to implement the traffic management plan, in the bid amount. In addition, unless a supplemental payment provision is provided in the bid form, include the cost of police attendance, when required.

8. PROPOSED TESTING PROCEDURES

Prepare and submit testing procedures it proposes to use to perform testing required by the various technical specifications.

9. TEST RECORDS AND REPORTS

Provide copies of all test records and reports as specified in the various technical specifications.

10. CERTIFICATIONS

- a. Provide various certifications as required by the technical specifications. Such certifications shall be signed by an officer (of the firm) or other individual authorized to sign documents on behalf of that entity.
- b. Certifications may include, but are not limited to:
 - 1) Welding certifications and welders qualifications
 - 2) Certifications of Installation, Testing and Training for all equipment
 - 3) Material Testing reports furnished by an independent testing firm
 - 4) Certifications from manufacturer(s) for specified factory testing
 - 5) Certifications required to indicate compliance with any sustainability or LEEDS accreditation requirements indicated in the Contract Documents

11. RECORD DRAWINGS

Submit a record of all changes during construction not already incorporated into drawings – in accordance with Section 01721 - PROJECT RECORD DOCUMENTS.

12. RECORD SHOP DRAWINGS

Before final payment is made, furnish one set of record shop drawings to the Engineer. These record shop drawings shall be in conformance with the approved documents and should show any field conditions which may affect their accuracy. Submit in accordance with Section 01721 - PROJECT RECORD DOCUMENTS.

13. SUBMITTALS REQUIRED BY LAWS, REGULATIONS AND GOVERNING AGENCIES

Prepare and submit all documentation required by state or local law, regulation or government agency directly to the applicable agency. This includes, but is not limited to, notifications, reports, certifications, certified payroll (for projects subject to wage requirements) and other documentation required to satisfy all requirements. Provide to Engineer one copy of each submittal made in accordance with this paragraph.

14. OTHER REQUIREMENTS OF THE TECHNICAL SPECIFICATION SECTIONS

Comply with all other requirements of the technical specifications.

15. WARRANTIES AND BONDS

Assemble a book(let) of all warranties and bonds as specified in the various technical specifications and in accordance with Section 01740 – WARRANTIES AND BONDS and provide to the Engineer.

16. AS-BUILT SURVEYS

Engage the services of a licensed land surveyor in accordance with the Project Controls specification. Prior to Final Completion, provide an as-built survey of the constructed facility, as specified.

17. CONTRACT CLOSE-OUT DOCUMENTS

Submit Contract documentation as indicated in the specification for Contract Close-out.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SUBMITTAL SCHEDULE

- A. Provide an initial submittal schedule at the pre-construction meeting for review by Owner and Engineer. Incorporate comments from Owner or Engineer into a revised submittal schedule.
- B. Maintain the submittal schedule and provide sufficient copies for review by Owner and Engineer. An up-to-date submittal schedule shall be provided at each project progress meeting.

3.02 TRANSMITTALS

- A. Prepare separate transmittal sheets for each submittal. Each transmittal sheet shall include at least the following: the Contractor's name and address, Owner's name, project name, project number, submittal number, description of submittal and number of copies submitted.
- B. Submittals shall be transmitted or delivered directly to the office of the Engineer, as indicated in the Contact Documents or as otherwise directed by the Engineer.

3.03 PROCEDURES

A. ACTION SUBMITTALS

1. CONTRACTOR'S RESPONSIBILITIES

- a. Coordination of Submittal Times: Prepare and transmit each submittal sufficiently in advance of performing the related work or other applicable activities, or within the time specified in the individual work of other related Sections, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required). Coordinate with other submittals, testing, purchasing, fabrication, delivery and similar sequenced activities. Extensions to the Contract Time will not be approved for the Contractor's failure to transmit submittals sufficiently in advance of the Work.
- b. The submittals of all shop drawings (including working drawings and product data) shall be sufficiently in advance of construction requirements to allow for possible need of re-submittals, including the specified review time for the Engineer.
- c. No less than 15 calendar days will be required for Engineer's review time for shop drawings and O&M manuals involving only one engineering discipline. No less than 30 calendar days will be required for Engineer's review time for shop drawings and O&M manuals that require review by more than one engineering discipline. Resubmittals will be subject to the same review time.
- d. Submittals of operation and maintenance data shall be provided within 30 days of approval of the related shop drawing(s).
- e. Before submission to the Engineer, review shop drawings as follows:
 - 1) make corrections and add field measurements, as required
 - 2) use any color for its notations except red (reserved for the Engineer's notations) and black (to be able to distinguish notations on black and white documents)
 - 3) identify and describe each and every deviation or variation from Contract documents or from previous submissions, except those specifically resulting from a comment from the Engineer on a previous submission
 - 4) include the required Contractor's Certification statement
 - 5) provide field measurements (as needed)
 - 6) coordinate with other submittals
 - 7) indicate relationships to other features of the Work
 - 8) highlight information applicable to the Work and/or delete information not applicable to the Work
- f. Unless otherwise specified, submit the following number of copies:
 - 1) Shop drawings (including working drawings and product data) – Submit no fewer than three, and no more than six; two of which will be retained by the Engineer.
 - 2) Samples – three
 - 3) Blasting Plan – four copies
 - 4) Schedule of values – three copies
 - 5) Payment application format – two copies

- g. If Contractor considers any correction indicated on the shop drawings to constitute a change to the Contract Documents, provide written notice thereof to the Engineer immediately; and do not release for manufacture before such notice has been received by the Engineer.
- h. When the shop drawings have been completed to the satisfaction of the Engineer, carry out the construction in accordance therewith; and make no further changes therein except upon written instructions from the Engineer.

2. ENGINEER'S RESPONSIBILITIES

- a. Engineer will not review shop drawings (including working drawings and product data) that do not include the Contractor's approval stamp. Such submittals will be returned to the Contractor, without action, for correction.
- b. Partial shop drawings (including working drawings and product data) will not be reviewed. If, in the opinion of the Engineer, a submittal is incomplete, that submittal will be returned to the Contractor for completion. Such submittals may be returned with comments from Engineer indicating the deficiencies requiring correction.
- c. If shop drawings (including working drawings and product data) meet the submittal requirements, Engineer will forward copies to appropriate reviewer(s). Otherwise, noncompliant submittals will be returned to the Contractor without action - with the Engineer retaining one copy.
- d. Submittals which are transmitted in accordance with the specified requirements will be reviewed by the Engineer within the time specified herein. The time for review will commence upon receipt of submittal by Engineer.

3. REVIEW OF SHOP DRAWINGS (INCLUDING WORKING DRAWINGS AND PRODUCT DATA) AND SAMPLES

- a. The review of shop drawings, working drawings, data and samples will be for general conformance with the design concept and Contract Documents. They shall not be construed:
 - 1) as permitting any departure from the Contract requirements
 - 2) as relieving the Contractor of responsibility for any errors, including details, dimensions, and materials
 - 3) as approving departures from details furnished by the Engineer, except as otherwise provided herein
- b. The Contractor remains responsible for details and accuracy, for coordinating the work with all other associated work and trades, for selecting fabrication processes, for techniques of assembly, and for performing work in a safe manner.
- c. If the shop drawings (including working drawings and product data) or samples as submitted describe variations and indicate a deviation from the Contract requirements that, in the opinion of the Engineer are in the interest of the Owner and are so minor as not to involve a change in Contract Price or Contract Time, the Engineer may return the reviewed drawings without noting an exception.
- d. Only the Engineer will utilize the color "RED" in marking submittals.

- e. Shop drawings will be returned to the Contractor with one of the following codes.

- Code 1 – “APPROVED” – This code is assigned when there are no notations or comments on the submittal. When returned under this code the Contractor may release the equipment and/or material for manufacture.
- Code 2 - "APPROVED AS NOTED" - This code is assigned when a confirmation of the notations and comments IS NOT required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product.
- Code 3 - "APPROVED AS NOTED/CONFIRM" - This combination of codes is assigned when a confirmation of the notations and comments is required by the Contractor. The Contractor may release the equipment or material for manufacture; however, all notations and comments must be incorporated into the final product. This confirmation shall specifically address each omission and nonconforming item that was noted. Confirmation is to be received by the Engineer within 15 calendar days of the date of the Engineer's transmittal requiring the confirmation.
- Code 4 - "APPROVED AS NOTED/RESUBMIT" - This combination of codes is assigned when notations and comments are extensive enough to require a resubmittal of the entire package. This resubmittal is to address all comments, omissions and non-conforming items that were noted. Resubmittal is to be received by the Engineer within 30 calendar days of the date of the Engineer's transmittal requiring the resubmittal.
- Code 5 – “NOT APPROVED” – This code is assigned when the submittal does not meet the intent of the contract documents. The Contractor must resubmit the entire package revised to bring the submittal into conformance. It may be necessary to resubmit using a different manufacturer/vendor to meet the requirements of the contract documents.
- Code 6 – “COMMENTS ATTACHED” – This code is assigned where there are comments attached to the returned submittal, which provide additional data to aid the Contractor.
- Code 7 – “RECEIPT ACKNOWLEDGED (Not subject to Engineer's Review or Approval)” – This code is assigned to acknowledge receipt of a submittal that is not subject to the Engineer's review and approval, and is being filed for informational purposes only. This code is generally used in acknowledging receipt of means and methods of construction work plans, field conformance test reports, and health and safety plans.

Codes 1 through 5 designate the status of the reviewed submittal with Code 6 showing there has been an attachment of additional data.

- f. REPETITIVE REVIEWS: Shop drawings, O&M manuals and other submittals will be reviewed no more than twice at the Owner's expense. All subsequent reviews will be performed at the Contractor's expense. Reimburse the Owner for all costs invoiced by Engineer for the third and subsequent reviews.

4. ELECTRONIC TRANSMISSION

- a. ACTION SUBMITTALS may be transmitted by electronic means provided the following conditions are met:
- 1) The above-specified transmittal form is included.
 - 2) All other requirements specified above have been met including, but not limited to, coordination by the Contractor, review and approval by the Contractor, and the Contractor's Certification.
 - 3) The submittal contains no pages or sheets large than 11 x 17 inches.
 - 4) With the exception of the transmittal sheet, the entire submittal is included in a single file.
 - 5) The electronic files are PDF format (with printing enabled).
 - 6) In addition, transmit three hard-copy (paper) originals to the Engineer.
 - 7) The Engineer's review time will commence upon receipt of the hard copies of the submittal.
 - 8) For Submittals that require certification or corporate seal (i.e. Surveyors, etc) transmit at least two hard-copy originals to the Engineer. In addition, provide additional photocopied or scanned copies, as specified above, showing the required certification, corporate seal, or professional seal.

B. INFORMATIONAL SUBMITTALS

1. CONTRACTOR'S RESPONSIBILITIES

- a. Number of copies: Submit three copies, unless otherwise indicated in individual Specification sections
- b. Refer to individual technical Specification Sections for specific submittal requirements.

2. ENGINEERS'S RESPONSIBILITIES

- a. The Engineer will review each informational submittal within 15 days. If the informational submittal complies with the Contract requirements, Engineer will file for the project record and transmit a copy to the Owner. Engineer may elect not to respond to Contractor regarding informational submittals meeting the Contract requirements.
- b. If an informational submittal does not comply with the Contract requirements, Engineer will respond accordingly to the Contractor within 15 days. Thereafter, the Contractor shall perform the required corrective action, including retesting, if needed, until the submittal, in the opinion of the Engineer, is in conformance with the Contract Documents.

3. ELECTRONIC TRANSMISSION

- a. INFORMATIONAL SUBMITTALS may be transmitted by electronic means providing all of the following conditions are met:
- 1) The above-specified transmittal form is included.
 - 2) The submittal contains no pages or sheets large than 11 x 17 inches.

- 3) With the exception of the transmittal sheet, the entire submittal is included in a single file.
- 4) The electronic files are PDF format (printing enabled).
- 5) For Submittals that require certification or corporate seal (i.e. Surveyors, etc) transmit two hard-copy originals to the Engineer.

END OF SECTION

SECTION 01310
PROGRESS SCHEDULES

PART 1 GENERAL

1.01 SUBMITTALS

- A. Preliminary Project Schedule: Submit to the Engineer prior to pre-construction meeting.
- B. Detailed Progress Schedule:
 - 1. Submit initial Detailed Progress Schedule within 10 days after the Notice to Proceed.
 - 2. Submit an Updated Progress Schedule at each update, in accordance with this Section.
- C. Submit with Each Progress Schedule Submission:
 - 1. Contractor's certification that progress schedule submission is the actual schedule being utilized for execution of the Work.
 - 2. Progress Schedule: One legible copy.
 - 3. Narrative Progress Report: One legible copy.
 - 4. Progress Quality Chart(s).
- D. Prior to final payment, submit a final Updated Progress Schedule.

1.02 PRELIMINARY PROJECT SCHEDULE – CRITICAL PATH

- A. A detailed schedule shall be submitted, beginning with Notice to Proceed, for minimum duration of 90 days, and a summary of balance of Project through Final Completion.
- B. Show activities including, but not limited to the following:
 - 1. Notice to Proceed.
 - 2. Permits.
 - 3. Submittals, with review time.
 - 4. Early procurement activities for long lead equipment and materials.
 - 5. Initial site work.
 - 6. Earthwork.
 - 7. Specified Work sequences and construction constraints.
 - 8. Contract Milestone and Completion Dates.

9. Project close-out summary.
10. Demobilization summary.
- C. Update Preliminary Project Schedule until the Detailed Project Schedule is accepted by the Engineer. Failure to do so may cause Owner to withhold all or part of the monthly progress payment until the Preliminary Project Schedule and/or Detailed Project Schedule is updated in a manner acceptable to Engineer.
- D. Format: In accordance with this Section.

1.03 DETAILED PROGRESS SCHEDULE – CRITICAL PATH NETWORK

- A. General: Comprehensive computer-generated schedule using CPM, generally as outlined in Associated General Contractors of America (AGC) Publication No. 580, "Construction Project Planning and Scheduling Guidelines," latest edition. If a conflict occurs between the AGC publication and this specification, this specification shall govern.
 1. When accepted by Engineer, Detailed Progress Schedule will replace Preliminary Progress Schedule and become Baseline Schedule. Subsequent revisions will be considered as Updated Progress Schedules.
 2. Update monthly to reflect actual progress and occurrences to date, including weather delays.
- B. Contents:
 1. Schedule shall begin with the date of Notice to Proceed and conclude with the date of Final Completion.
 2. Identify Work calendar basis using days as a unit of measure.
 3. Show complete interdependence and sequence of construction and Project-related activities reasonably required to complete Work.
 4. Identify Work of separate stages and other logically grouped activities, and clearly identify critical path of activities.
 5. Reflect sequences of Work, restraints, delivery windows, review times, Contract Times and Project Milestones set forth in the Agreement and Section 01040, Project Coordination.
 6. Include as applicable, at a minimum:
 - a. Obtaining permits, submittals for early product procurement and long lead time items.
 - b. Mobilization and other preliminary activities.
 - c. Initial site work.
 - d. Specified Work sequences, constraints, and Milestones, including Substantial Completion date(s) of Subcontract Work.
 - e. Sitework.

- f. Project closeout and cleanup.
 - g. Demobilization.
- 7. No activity duration, exclusive of those for Submittals review and product fabrication/delivery, shall be less than 1 day nor more than 14 days, unless otherwise approved.
 - 8. Activity duration for Submittal review shall not be less than review time specified unless clearly identified and prior written acceptance has been obtained from Engineer.

C. Network Graphical Display:

- 1. Plot or print on paper not greater than 30 inches by 42 inches or smaller than 22 inches by 34 inches, unless otherwise approved.
- 2. Title Block: Show name of Project, Owner, date submitted, revision or update number, and the name of the scheduler. Updated schedules shall indicate data date.
- 3. Identify horizontally across the top of the schedule the time frame by year, month, and day.
- 4. Identify each activity with a unique number and a brief description of the Work associated with that activity.
- 5. Indicate the critical path.
- 6. Show, at a minimum, the controlling relationships between activities.
- 7. Plot activities on a time-scaled basis, with the length of each activity proportional to the current estimate of the duration.
- 8. Plot activities on an early start basis unless otherwise requested by Engineer.
- 9. Provide a legend to describe standard and special symbols used.

D. Schedule Report:

- 1. On 8-1/2-inch by 11-inch white paper, unless otherwise approved.
- 2. List information for each activity in tabular format, including, at a minimum:
 - a. Activity Identification Number.
 - b. Activity Description.
 - c. Original Duration.
 - d. Remaining Duration.
 - e. Early Start Date (Actual start on Updated Progress Schedules).
 - f. Early Finish Date (Actual finish on Updated Progress Schedules).
 - g. Late Start Date.

- h. Late Finish Date.
- i. Total Float.
- 3. Sort reports, in ascending order, as listed below:
 - a. Activity number sequence with predecessor and successor activity.

1.04 PROGRESS OF THE WORK

- A. Updated Progress Schedule shall reflect:
 - 1. Progress of Work to within 5 working days prior to submission.
 - 2. Approved changes in Work scope and activities modified since submission.
 - 3. Delays in Submittals or resubmittals, deliveries, or Work.
 - 4. Adjusted or modified sequences of Work.
 - 5. Other identifiable changes.
 - 6. Revised projections of progress and completion.
 - 7. Report of changed logic.
- B. Produce detailed subschedules during Project, upon request of Owner or Engineer, to further define critical portions of the Work such as facility shutdowns, etc.
- C. If Contractor fails to complete activity by its latest scheduled completion date and this failure is anticipated to extend Contract Times (or Milestones), Contractor shall, within 7 days of such failure, submit a written statement as to how Contractor intends to correct nonperformance and return to acceptable current progress schedule. Actions by Contractor to complete Work within Contract Times (or Milestones) will not be justification for adjustment to Contract Price or Contract Times.
- D. Owner may order Contractor to increase labor force or working hours if Contractor fails to:
 - 1. Complete a Milestone activity by its completion date.
 - 2. Satisfactorily execute Work as necessary to prevent delay to overall completion of Project, at no additional cost to Owner.

1.05 NARRATIVE PROGRESS REPORT

- A. Format:
 - 1. Organize same as Progress Schedule.
 - 2. Identify, on a cover letter, reporting period, date submitted, and name of author of report.

B. Contents:

1. Number of days worked over the period, work force on hand, construction equipment on hand (including utility vehicles such as pickup trucks, maintenance vehicles, stake trucks, etc.).
2. General progress of Work, including a listing of activities started and completed over the reporting period, mobilization/demobilization of subcontractors, and major milestones achieved.
3. Contractor's plan for management of site (e.g., lay down and staging areas, construction traffic, etc.), utilization of construction equipment, buildup of trade labor, and identification of potential Contract changes.
4. Identification of new activities and sequences as a result of executed Contract changes.
5. Documentation of weather conditions over the reporting period, and any resulting impacts to the work.
6. Description of actual or potential delays, including related causes, and the steps taken or anticipated to mitigate their impact.
7. Changes to activity logic.
8. Changes to the critical path.
9. Identification of, and accompanying reason for, any activities added or deleted since the last report.
10. Steps taken to recover the schedule from Contractor-caused delays.

1.06 SCHEDULE ACCEPTANCE

- A. Engineer's acceptance will demonstrate agreement that the proposed schedule conforms with requirements of Contract including, but not limited to, the following:
1. Contract Times, including Final Completion and all intermediate Milestones are within the specified times.
 2. Specified Work sequences and constraints are shown as specified.
 3. Complete Scope of Work is included.
 4. Specified Owner furnished Equipment or Material arrival dates, or range of dates, are included.
 5. Access restrictions are accurately reflected.
 6. Start-up and testing times are as specified.
 7. Training time is as specified.

8. Level of detail is as specified herein.
9. Submittal submission and review times are as specified.
10. Duration of Activities are reasonable.
11. Sequencing is reasonable and does not include preferential logic contrary to the contingency /float sharing clauses of this Specification.
12. Meets all administrative requirements of Contract Documents.
13. Updated schedules reflect actual dates and duration of Work performed.

B. Preliminary Progress Schedule Review Disposition:

1. Accepted.
2. Rejected as Noted:
 - a. Make requested corrections; resubmit within ten days.
 - b. Until acceptable to Engineer as the Baseline Progress Schedule, continue the review and revision process, during which time Contractor shall update the schedule on a monthly basis to reflect actual progress and occurrences to date.

C. Detailed Progress Schedule:

1. Accepted.
2. Rejected as Noted:
 - a. Make requested corrections; resubmit within ten days.
 - b. Until acceptable to Engineer as the Baseline Progress Schedule, continue the review and revision process.

- D. Narrative Report: All changes to activity duration and sequences, including the addition or deletion of activities subsequent to Engineer's acceptance of the Baseline Progress Schedule, shall be delineated in the Narrative Report current with the proposed Updated Progress Schedule.

1.07 ADJUSTMENT OF CONTRACT TIMES

- A. Evaluation and reconciliation of Adjustments of Contract Times shall be based on the Updated Progress Schedule at the time of proposed adjustment or claimed delay.
- B. Claims Based on Contract Times:
 1. Where Engineer has not yet rendered formal decision on Contractor's claim for adjustment of Contract Times, and parties are unable to agree as to amount of adjustment to be reflected in progress schedule, Contractor shall reflect an interim adjustment in the progress schedule as acceptable to Engineer.

2. It is understood and agreed that such interim acceptance will not be binding on either Contractor or Owner, and will be made only for the purpose of continuing to schedule Work until such time as formal decision has been rendered as to an adjustment, if any, of the Contract Times.
3. Contractor shall revise progress schedule prepared thereafter in accordance with Engineer's formal decision.

C. Float:

1. Float time is a Project resource available to both parties to meet contract Milestones and Contract Times.
2. Use of float suppression techniques such as preferential sequencing or logic, special lead/lag logic restraints, and extended activity times are prohibited; and, use of float time disclosed or implied by use of alternate float-suppression techniques shall be shared to proportionate benefit of Owner and Contractor.
3. Pursuant to above float-sharing requirement, no time extensions will be granted nor delay damages paid until a delay occurs which (i) impacts Project's critical path, (ii) consumes available float or contingency time, and (iii) extends Work beyond contract completion date.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01600

DELIVERY, STORAGE AND HANDLING

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies the general requirements for the delivery handling, storage and protection for all items required in the construction of the work. Specific requirements, if any, are specified with the related item.

1.02 TRANSPORTATION AND DELIVERY

- A. Transport and handle items in accordance with manufacturer's instructions.
- B. Schedule delivery to reduce long term on-site storage prior to installation and/or operation. Under no circumstances shall equipment be delivered to the site more than one month prior to installation without written authorization from the Engineer.
- C. Coordinate delivery with installation to ensure minimum holding time for items that are hazardous, flammable, easily damaged or sensitive to deterioration.
- D. Deliver products to the site in manufacturer's original sealed containers or other packing systems, complete with instructions for handling, storing, unpacking, protecting and installing.
- E. All items delivered to the site shall be unloaded and placed in a manner which will not hamper the Contractor's normal construction operation or those of subcontractors and other contractors and will not interfere with the flow of necessary traffic.
- F. Provide necessary equipment and personnel to unload all items delivered to the site.
- G. Promptly inspect shipment to assure that products comply with requirements, quantities are correct and items are undamaged. For items furnished by others (i.e. Owner, other Contractors), perform inspection in the presence of the Engineer. Notify Engineer verbally, and in writing, of any problems.
- H. If any item has been damaged, such damage shall be repaired at no additional cost to the Owner.

1.03 STORAGE AND PROTECTION

- A. Store and protect products in accordance with the manufacturer's instructions, with seals and labels intact and legible. Storage instruction shall be studied by the Contractor and reviewed with the Engineer by him/her. Instruction shall be carefully followed and a written record of this kept by the Contractor. Arrange storage to permit access for inspection.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01721
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Contractor shall maintain at site for Owner:
 - 1. One record copy of:
 - a. Specifications.
 - b. Addenda.
 - c. Change Orders and other Modifications to Agreement.
 - d. Reviewed Shop Drawings.
 - e. Field Test Records.
 - 2. Two copies of Record Drawings, marked and updated.

1.02 RELATED REQUIREMENTS

- A. Section 01300 - Submittals
- B. Section 01770 - Project Closeout and Procedures

1.03 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Contractor shall store documents in Contractors field office apart from documents used for construction.
 - 1. Provide files and racks for storage of Documents and Samples.
- B. Contractor shall file Documents and Samples in accordance with Construction Specifications Institute (CSI) format.
- C. Contractor shall maintain Documents in clean, dry, legible condition and in good order. Do not use Record Documents for construction purposes.
- D. Contractor shall make Documents available at all times for reference by Engineer or Owner.

1.04 MARKING PENS

- A. Contractor shall provide felt tip pens for recording information in color code designated by Engineer.

1.05 RECORD DRAWINGS

- A. Contractor shall label each of the two sets of Record Drawings with "PROJECT RECORD" in neat large printed letters.
- B. Contractor shall record information concurrently with construction progress. Do not permanently cover any Work until required information is recorded.
- C. Drawings shall be legibly marked by Contractor to record actual construction.
- D. During progress of Project, Contractor shall keep careful record at Site of all changes and corrections from layouts shown on two separate sets of Drawings. Contractor shall enter such changes and corrections on prints of Contract Drawings within a day of the time the changes are made. Record Drawings shall also indicate in addition to changes and corrections, actual location of all sub-surface utility lines encountered. In order that location of these lines and appurtenances may be determined in the event of surface openings or indicators become covered over or obscured, record drawings shall show, by installation elevation and offset dimensions to two permanently fixed surfaces features, end of each run including each change in direction. Valve, splice boxes and similar appurtenance shall be located by dimensions along utility run from reference point. At time of Substantial Completion of each structure or facility involved under Contract, Contractor shall submit to Engineer, Record Drawings showing aforementioned data. Engineer will not recommend interim payment or final payments for Project until above requirements have been fulfilled by Contractor.
- E. Specifications and Addenda shall be legibly marked by Contractor to record:
 - 1. Manufacturer, trade name, catalog number, and supplier of each item of equipment actually installed.
 - 2. Changes made by field order or by Change Order.
- F. Record drawings shall include contractor – surveyed horizontal (north, east) and vertical location (elevation accuracy of 0.1 feet) of the following project components:
 - 1. Subgrade: Upon completion of the blasting and subgrade preparation activities, the base of Cells 5B and 6B shall be surveyed at a minimum of 50 foot grid, including toe of slope and grade breaks.

1.06 SUBMITTALS

- A. At Agreement close-out, Contractor shall deliver Record Drawings and Record Documents to Engineer for Owner.
- B. Accompany submittal with Transmittal letter in duplicate, containing:
 - 1. Date.
 - 2. Project title.
 - 3. Contractor's name and address.

4. Title and number of each Record Drawings and Record Documents.
5. Signature of Contractor or authorized representative.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01740

WARRANTIES AND BONDS

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

1.02 RELATED WORK

- A. Refer to Conditions of Contract for the general requirements relating to warranties and bonds.
- B. General closeout requirements are included in Section 01770 - Project Closeout and Procedures.
- C. Specific requirements for warranties for the work and products and installations that are specified to be warranted are included in the individual Sections.

1.03 SUBMITTALS

- A. Submit written warranties to the Owner prior to the date fixed by the Engineer for Substantial Completion. If the Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Owner.
- B. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Owner within 15 days of completion of that designated portion of the Work.
- C. Refer to individual Sections for specific content requirements, and particular requirements for submittal of special warranties.
- D. At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer for the Engineer and Owner. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1.04 WARRANTY REQUIREMENT

- A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- B. Reinstatement of Warranty: When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

- C. **Replacement Cost:** Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.
- D. **Owner's Recourse:** Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- E. **Rejection of Warranties:** The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the contract Documents.
- F. **Disclaimers and Limitations:** Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers and subcontractors required to countersign special warranties with the Contractor.

1.05 MANUFACTURERS CERTIFICATIONS

- A. Where required, the Contractor shall supply evidence, satisfactory to the Engineer, that the Contractor can obtain manufacturers' certifications as to the Contractor's installation of equipment.

1.06 DEFINITIONS

- A. **Standard Product Warranties** are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.
- B. **Special Warranties** are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 01770

PROJECT CLOSEOUT AND PROCEDURES

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. This Section specifies administrative and procedural requirements for project closeout, including but not limited to:
 - 1. Substantial Completion.
 - 2. Final Acceptance.
 - 3. Final Adjustments of Accounts.
 - 4. Final Payment.

1.02 SUBSTANTIAL COMPLETION

- A. Contractor: Prior to requesting the Owner's inspection for letter of Substantial Completion in accordance with the Contract Documents, comply with the following requirements to the Owner's satisfaction.
 - 1. Provide written confirmation that the following will be submitted to the Owner within 15 days of the date of Substantial Completion:
 - a. All guarantees, warranties, workmanship bonds, maintenance agreements, final certifications and similar documents.
 - b. Project record documents, maintenance and operating manuals and similar record information for Work as described in these Contract Documents.
 - 2. Discontinue (or change) and remove from the Work temporary facilities, mock-ups, and similar elements. Complete refurbishing of permanent mechanical and similar services used for temporary services or facilities.
 - 3. Complete the final cleaning of the Work as required.
 - 4. Touch-up and otherwise repair and restore any said damages to Project area to the Owner's satisfaction.
- B. Status Inspection: Within reasonable time after receipt of such notice, the Owner will make an inspection to determine status of completion.
- C. Complete: When Owner determines the Work or designated portion of the Work is substantially complete, Owner will:
 - 1. Prepare a letter of substantial completion containing:
 - a. Date of substantial completion.

- b. Contractor list of items to be completed or corrected as verified by Owner.
 - c. Time within which the Contractor shall complete or correct work of listed items.
- 2. Submit letter of Substantial Completion to the Contractor for his written acceptance of responsibilities assigned to him in the letter.
- D. Not Complete: Should the Owner determine the Work or designated portion of the Work is not substantially complete:
 - 1. Owner will, within 7 days, notify Contractor, in writing, stating reasons.
 - 2. Contractor shall remedy deficiencies in the Work and send a second written Notice of Substantial Completion to Owner.
 - 3. Owner will reinspect the Work.

1.03 FINAL ACCEPTANCE

- A. Contractor: Prior to requesting the Owner for Certification of Final Acceptance, as required by the Contract Documents, the Contractor shall submit written certification that:
 - 1. Contract Documents and drawings have been reviewed.
 - 2. Work has been completed in accordance with Contract Documents and drawings.
 - 3. Work has been inspected for compliance with the Contract Documents and drawings.
 - 4. Deficiencies in the Work indicated by the final punch-list have been completed or otherwise resolved for acceptance and endorsed and dated by the Owner.
 - 5. Project record documents, maintenance and operating manuals and similar record information as described in these Contract Documents have been submitted and reviewed by the Owner.
 - 6. Photocopy evidence of each general and specialty permit and formal approval obtained for performing the Work as required by Contract Documents.
 - 7. Final cleaning of the Work, as required, has been completed and meets with Owner's approval.

1.04 FINAL PAYMENT

- A. Final Certificate: Owner will issue final change order, reflecting accepted adjustments to Contract Sum not previously made by change orders and make final application in accordance with requirements of Conditions of the Contract.
- B. Delay: Should final completion be materially delayed through no fault of Contractor, Owner may issue a semi-final Certificate of Payment, in accordance with provision of Conditions of the Contract.

1.05 FINAL CLEANING

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
1. Remove labels that are not permanent labels.
 2. Clean the site, including landscape development areas, of rubbish, litter and other foreign substances. Sweep paved area broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to a smooth even-textured surface.
 3. Additional cleaning requirements as directed by the Engineer.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 02110

TEMPORARY WATER POLLUTION AND EROSION CONTROL

PART 1 GENERAL

1.01 WORK INCLUDED

- A. Prepare a Storm Water Pollution Prevention Plan (SWPPP) to provide temporary measures to control water pollution and soil erosion from construction activities and prevent sedimentation of arroyos and rivers and the pollution of private properties from storm water, as required by the Clean Water Act (CWA) in accordance with the National Pollutant Discharge Elimination System (NPDES) Phase II Regulations. The Contractor shall maintain the SWPPP for the entire duration of the construction.

1.02 RELATED WORK

- A. Section 02213: Rock Excavation

1.03 COORDINATION

- A. Temporary control may include work outside the construction limits, such as basalt storage operations, equipment and material storage sites, waste areas, and temporary sites.

1.04 STORM WATER DISCHARGE PERMIT REQUIREMENTS

- A. Prepare a copy of the SWPPP specifically for this project and maintain the SWPPP on the project job site at all times.
- B. The Contractor shall submit a Notice of Intent (NOI) for storm water discharges associated with construction activity under the NPDES Construction General Permit before construction begins. Construction shall start after the receipt of NOI by EPA, as indicated in the Construction General Permit of EPA. The NOI shall list the Owner as a joint party to the permit.
- C. The Contractor shall provide a signed certificate acknowledging the terms and conditions of the NPDES Construction General Permit. File the certification of compliance on the construction site along with the SWPPP.
- D. The Contractor will submit a Notice of Termination (NOT) (EPA) which certifies that specific activities in the SWPPP have ended and that either final stabilization is complete and temporary erosion and sediment controls have been removed or all discharges from the construction area have been eliminated.

1.05 SUBMITTALS

- A. Submit copies of the NOI, NOT, and regular inspector reports to the Engineer.

PART 2 PRODUCTS

2.01 GENERAL

- A. Materials for temporary erosion and sediment control shall conform to details shown in the drawings and the requirements of referenced specifications.
- B. Materials for filter dams, check dams, sediment basins, and sediment traps shall consist of straw bale barriers or siltation fences, rock, brush, bagged sand, riprap, soil retention blankets, masonry blocks, lumber or other erosion resistant material.
- C. De-degradable materials furnished for temporary erosion and sediment control measures shall be of a quality and durability to remain fully effective for the purpose intended throughout the time period required.
- D. Slope drain material shall consist of pipe, flexible pipe and riprap. Other materials may be used if approved by the Project Manager/Engineer.
- E. Pipe. Steel pipe and appurtenances shall conform to requirements of AASHTO M 36, and corrugated polyethylene pipe, couplings and fittings shall conform to requirements of AASHTO M 252 for diameters of three (3) to ten (10) inches and AASHTO M 294 for diameters greater than ten (10) inches.
- F. Other types of pipe may be used when approved by the Engineer.
- G. Material for berms shall consist of earth, soil retention blankets and pipe.
- H. Soil retention blankets shall be PPS Super Duty, American Excelsior High Velocity, North American Green S-150 or approved equal.
- I. Riprap and rock plating shall conform with requirements of Section 602 of New Mexico State Highway and Transportation Department (NMSHTD), Standard Specifications for Highway and Bridge Construction (SSHBC) 2007 edition.
- J. Temporary soil stabilant shall be a product approved and listed as approved on the NMSHTD's "Approved Products Listing" unless another product is specifically designated for use in the contract.
- K. The substance shall contain an anti-foaming agent and a color additive to assist the applicator in uniform application of this product and which will disappear from the surface within thirty six (36) hours after application.

PART 3 EXECUTION

3.01 GENERAL

- A. Implement temporary pollution control measures to minimize soil erosion to comply with NPDES storm water discharge permit requirements for construction activities. Provide temporary control measures as indicated in the SWPPP filed on-site.

- B. Implement all applicable features of the SWPPP prior to beginning construction. Complete all temporary pollution control features at the earliest practicable time and use such measures to comply with NPDES permit terms and conditions, to correct unforeseen conditions that occur during construction or to correct conditions that are needed prior to completion of permanent soil erosion and sediment control measures.
- C. Limit the surface area of erodible earth material exposed by clearing and grubbing, excavation, or borrow and fill operations.
- D. Maintain erosion control features that are installed in an acceptable manner during the construction period.
- E. Provide temporary control structures whenever construction equipment must cross watercourses at frequent intervals, and such crossings will adversely affect the sediment levels.

END OF SECTION

SECTION 02213

ROCK EXCAVATION

PART 1 GENERAL

1.01 SCOPE OF WORK

- A. Furnish all labor, materials, equipment and incidentals required to blast, excavate, and remove basalt rock as shown on the Drawings and as specified herein. Work shall include surveying, as well as clearing and grubbing within the limits of construction.
- B. General requirements for the blasting activities shall include the following:
 - 1. Contractor shall comply with all applicable State and Federal laws governing the use of explosives.
 - 2. All blasting operations shall be conducted under the supervision of a licensed blaster. The blaster shall be present at the detonation of the blast.
 - 3. All blasting shall be conducted between sunrise and sunset.
 - 4. Explosives may be used to clear blockage in crushing operations at any time, provided the explosive charge does not exceed one pound, and the Contractor complies with all other requirements of this Section.
 - 5. Vibration monitoring will be provided by the Engineer.
 - 6. The Contractor is obligated to notify the Caja del Rio Landfill personnel 48 hours prior to blasting. The landfill will notify customers and nearby parties of the exact time and day of blasting. The following table identifies entities that will be notified by Caja del Rio Landfill personnel. On the day of the blast, traffic will be stopped 0.5-hour before the blast and held at the scale house until 0.25 to 0.5 hours after the blast. The primary coordinator will confirm that all personnel, customers, and visitors have been evacuated beyond the scale house prior to blasting and until the primary coordinator has verified that it is safe to return to the landfill.

Blasting notification contact information is provided in the following table.

Blasting Notification Contact Information				
	Contact	Name	Phone Number	E-Mail Address
1	Santa Fe Airport	Jim Montman	955-2900	jhmontman@santafenm.gov
	Airport Tower	Airport Tower Staff	471-3810	saftower@aol.com
2	Santa Fe County Fire Dispatch	Dispatch Staff	428-2720	
3	NMED Solid Waste Bureau	George Schuman	827-2328	george.schuman@state.nm.us
4	Santa Fe County Land Use Department	Jose Larranaga	986-6296	joselarra@co.santa fe.nm.us
5	Santa Fe County Public Works	Olivar Barela	992-3068	obarela@santafecounty.org
	Santa Fe County Public Works	Les Francisco	490-2748	lfrancisco@santafecounty.org
	Santa Fe County Public Works	Robert Martinez	992-3010	rmartinez@santafecounty.org
6	City of Santa Fe Solid Waste Division	Jessica Bravo	955-2200	jebravo@santafenm.gov
	City of Santa Fe Solid Waste Division	Eric Lucero	670-6562	ejlucero@santafenm.gov
7	Marty Sanchez Golf Course	Monica Romero	955-4470	mmromero@santafenm.com
8	Buckman Road Recycling and Transfer Station	Eddie Lovato	629-3710	elovato@sfswwa.org
9	MCT Waste - Albuquerque	MCT Dispatch	(505) 425-3664	service@mctwaste.com
10	Santa Fe Waste Services	Belinda Gonzales	471-5062	belinda.southwestlandscaping@gmail.com
11	Waste Management of NM	Christine Vigil	473-7552	cvigil@wm.com
	Waste Management of NM	Andrew Sanchez	(505) 975-3029	asanch20@wm.com
12	Road Runner Waste Service	Barbara Edmonson	(505) 867-9000	roadrunnerwaste@aol.com
	Road Runner Waste Service	Vicki Andrews	(505) 867-9000	vickiandrews777@aol.com
	Road Runner Waste Service	Lee Dante	(505) 975-5834	x
13	Capital Scrap Metals	Brian Witt	471-0740	admin@capital scrapmetals.com
14	Mike Lopez Roofing	Sean Lopez	982-8262	sean@mikelopezroofing.com
15	CDM Smith	Kerrie Greenfelder	(505) 206-0800	greenfelderkl@cdmsmith.com
16	Santa Fe Solid Waste Management Agency	Randall Kippenbrock	780-0607	rkippenbrock@sfswwa.org
17	3rd Party Seismic Monitoring	x	x	x
18	Del Hur Industries	Rick Hurwoth	(970) 247-3687	rhurwoth@dekhur.com
19	Area Resident	x	x	x
20	Area Resident	x	x	x
21	Area Resident	x	x	x

C. Environmental Protection is included in Section 01100.

1.02 SUBMITTALS

- A. Submit, in accordance with Section 01300, the proposed methods of excavation for the various portions of the work. Submittals shall be for information only. Remain responsible for means, methods and techniques, as well as all safety considerations.
- B. Submit three copies of the pre-construction survey, including data in ASCII format with point number, northing and easting, elevations, and descriptions of points.
- C. Submit three copies of the pre-blast investigation, including photographs and/or video recordings, as specified herein.

- D. Blasting plans shall be prepared by a licensed blaster having a minimum of 5 years of professional experience in blasting operations. Submit an original and three copies of the licensed blaster's certification, stating that blasting plans have been prepared by said individual, and that the licensed blaster will be responsible for their execution. Note that the licensed blaster will remain responsible for adequacy and safety of construction means, methods and techniques. At a minimum, the blasting plan shall include:
1. A description of the blasting procedure.
 2. Schedule of blasting.
 3. Rock excavation and removal schedule.
 4. A list of proposed equipment.
 5. Quality control procedures.
- E. If applicable, submit three copies of blasting permits required by local agencies and authorities. Original permits shall be prominently displayed on the site prior to initiating blasting operations. Note: the Santa Fe County Blasting Permit will be acquired by the Owner.
- F. Submit three copies of blasting records as specified herein.

1.03 QUALITY CONTROL / QUALITY ASSURANCE

A. Qualifications

1. The blasting contractor must be qualified and/or certified to perform any aspect of the Work that requires such qualifications, training, and/or certification. Basalt rock removal shall require previous experience (minimum 5 years) in rock removal and heavy/highway construction. The Contractor shall provide references as defined in Paragraph 1.02.

B. Requirements of Regulatory Agencies

1. Basalt rock removal is to be performed in conformance with the guidelines stipulated in the approved Permit and Contract Documents (specifications and drawings).
2. Basalt rock blasting and removal shall be in conformance with all applicable State and Federal regulations.

C. Definitions

D. Quality Control Documentation

1. Pre-Construction Meeting:

- a. Prior to commencing Work, a pre-construction meeting shall be held to discuss the Project, Project organization, responsibilities, Work activities, construction quality assurance (CQA), and quality assurance procedures. During the preconstruction meeting, project personnel shall be identified by name and recorded in the project files.

Two duplicate project files shall be maintained onsite. The Owner shall maintain one project file, while the other project file is maintained by the Contractor. At the end of each work week, the files shall be updated and checked to confirm that a copy of all pertinent project information is included in each file.

1.04 DELIVERY, STORAGE AND HANDLING

- A. The delivery, storage and handling of explosives shall be performed only by qualified persons licensed in the State in which the work is located and shall be in full conformance with all laws, regulations, ordinances and practices. Extreme care shall be taken to avoid injury or damage to persons or property.

1.05 DEFINITIONS

- A. Rock: Any large mass of stone, bedrock, or ledgerrock.
- B. Boulder: Rock fragments exceeding 1 cubic yard in volume.
- C. Rock Excavation: The removal of solid rock or rock fragments greater than 1 cubic yard in volume which cannot be removed by conventional mechanical excavation equipment or which requires continuous, systematic drilling and blasting, chemical expanders or other special procedures.
- D. Boulder Excavation: The removal of boulders exceeding 1 cubic yard in volume which can be excavated without resorting to blasting.
- E. Airblast means airborne waves resulting from the detonation of explosives. Airblast may be caused by burden movement or the release of expanding gas into the air. Airblast may or may not be audible.
- F. Blast means the detonation of explosive by a Contractor for basalt rock removal.
- G. Licensed Blaster means the person authorized to oversee and approve blasting operations on a blasting site.
- H. Blasting Zone means any area within the operation that is designated in writing by the Contractor to the Owner as being within the area within which blasting operations will be conducted.
- I. Blasting Operations means the process of shot design, layout, drilling, loading, detonation, and recordkeeping.
- J. Burden means the distance from an explosives charge to the nearest free or open face at the time of detonation of each hole.
- K. Cube Root Scaled Distance means the distance in feet from the blast to a specific location divided by the cube root of the maximum weight of explosives, in pounds, to be detonated in any 8 millisecond period.

- L. Decibel means the unit of sound overpressure commonly used to measure airblast from the detonation of explosives. It is also a measure in pounds per square inch (psi) and is defined in terms of the overpressure by the equation:

$$dB = 20 \log P/P[0]$$

where: dB = sound in decibels
P = measured overpressure in psi
 $P[0] = 2.0 \times 10^{-9}$ psi

- M. Operations means the property limits of any non-coal mineral extraction.
- N. Scaled Distance means the distance in feet from the blast to a specified location, divided by the square root of the maximum weight of explosives, in pounds, to be detonated in any 8 millisecond period.
- O. Stemming is inert material that is placed above the explosive column, or vertically between column decks of explosives in a blast hole.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 SURVEY

- A. The Engineer has established benchmarks and primary control points outside the Work limits. The Contractor shall employ a licensed Land Surveyor in the State of New Mexico to provide all lines and grades necessary to perform the Work, and all survey required for quantity verification and data for Record Drawings as indicated in these Contract Documents.
- B. Pre-Construction Survey
1. Prior to the initiation of the site work, the Contractor shall verify the Engineer-provided survey to confirm that site conditions are representative of the information contained in the Drawings. The Contractor shall submit a written report of any/all discrepancies to the Engineer at least 5 days in advance of Work commencement. The report shall include a topographic map which clearly indicates the discrepancies. Contract work paid to the Contractor on a volume basis shall require the Contractor's surveyor to perform an independent topographical survey of the Work are for comparison with the Contract Documents. All discrepancies between the Contractor's topographical and Contract Drawings shall be reported to the Engineer prior to the initiation of Work.
 2. The Contractor shall generate an electronic pre-construction survey surface using the Engineer-provided survey data. The surface shall be generated using the approved pre-construction aerial and ground survey data. All electronic surfaces shall be generated using raw survey data (i.e., mass points and break lines), provided by the Engineer, and shall not rely on contours or digitization methods to generate surfaces, except with the consent of the Engineer. Surfaces shall be comprised of a Triangulated Irregular Network (TIN), also being the basis for a Digital Terrain Model (DTM). All such surfaces shall be created commensurate with National Mapping Accuracy Standards equal to that matching the scale and contour interval of the contract drawings.

C. Survey Control Plan

1. The Contractor shall submit a survey control plan indicating proposed control points provided in the construction drawings. The plan shall be submitted to the Engineer at least 10 days in advance of beginning any construction and the Engineer shall respond with comments or approval within 5 days of receipt. Primary control shall be based on and tied to at least 3 surveyor control stations (provided by the Engineer, if applicable). The establishment of all future primary control points will be tied to the same control stations or to the previously established primary control stations. No work shall commence until any/all discrepancies between the survey information contained in the construction documents and the field conditions at the start of the Work are resolved. Any changes to the survey control plan during the Project shall be submitted to the Engineer for approval prior to implementation.

D. Survey Data Comparison

1. The Contractor shall notify the Engineer in writing (email is acceptable) at least 2 days prior to performance of any survey work. The Engineer will be available to compare the data to the construction drawings and may advise the Contractor of any discrepancies. Regardless, the Contractor is ultimately responsible for assuring the Work is completed to the lines and grades per the Contract Documents.

E. As-built Survey Data

1. The Contractor's survey data shall be collected throughout the blasting activities to show as-built conditions and to verify subgrade conditions. Refer to Section 01721 (Project Record Documents) for additional as-built survey details.

3.02 PREPARATION FOR BLASTING

- A. Clearing, grubbing, and stripping shall be performed to clean the area prior to blasting in accordance with Section 201 of the Standard Specifications. Existing plant life beyond the construction limits shall be protected. Vegetative material removed from the blasting area must be disposed of appropriately and/or as directed by the landfill personnel.
- B. Perform a pre-blast investigation for all structures within the influence range of blasting operations, or within 200-ft of the blast area, whichever is greater. The pre-blast investigation shall consist of a close visual inspection, fully supported by photographs or video recordings, of the area.
- C. Any damage noted after completion of blasting operations which cannot be determined from the pre-blast investigation to be a pre-existing condition shall be presumed to have been caused by blasting operations. Such damage shall be repaired promptly and completely to the property Owner's satisfaction to restore the condition of the property to that existing prior to blasting.
- D. Maintain pre-blast investigation records for a period of not less than 3 years following final completion and acceptance of the work.

3.03 BLASTING PLANS

- A. Prior to initiating blasting operations, a blasting plan shall be prepared by a certified blaster. The plan shall include sketches to show blast locations; proximity to, and methods for protection of, existing structures and utilities; drill hole patterns, amount of charges, firing sequence and times; calculations of ground velocities, energy ration, acceleration and displacement; and any other pertinent information required. Field monitoring methods and techniques shall also be addressed.
- B. If required by local or state regulations, blasting plans shall be reviewed by the appropriate agency or authority and revised as required to meet with their approval.

3.04 SIGNAGE AND SITE CONTROL

- A. Contractor shall provide, post, and maintain all signage and markers for all blasting activities. Signage and markers shall meet the following requirements:
 - 1. Signs shall list the specified information in both English and Spanish.
 - 2. Warning and all-clear signals of different character or pattern that are audible within the blast zone shall be given.
- B. Blasting signs shall be conspicuously displayed at the following locations:
 - 1. Along the edge of any blasting zone that comes within 100 feet of any public road right-of-way, and at the point where any other road provides access to the blasting zone.
 - 2. At all entrances to the operation from public roads or highways, place conspicuous signs which indicate explosives are being used at the operation and which clearly list and describe the meaning of the audible blast warning and all-clear signals that are in use.
- C. Access to the blasting zone shall be controlled to prevent the presence of unauthorized personnel during blasting until an authorized representative of the Contractor has reasonably determined that no unusual circumstances, such as undetonated charges, exist, and that access to and travel in or through the area can be safely resumed.

3.05 GENERAL EARTHWORK

- A. All earthwork shall confirm to the following requirements, where applicable, unless otherwise noted herein:
 - 1. The Contractor shall be solely responsible for the satisfactory completion of all earthwork in accordance with the Drawings and Specifications.
 - 2. Equipment used in the excavation, transport, stockpiling, processing, placement, and compaction of all materials used in earthwork construction shall be of standard-of-practice grading machinery of known specifications suitable for performing the required work in a timely and efficient manner.

3.06 BASALT ROCK BLASTING AND REMOVAL

- A. Blasting operations shall be performed under the direct supervision of a certified blaster and by qualified blasting technicians licensed in the State in which the work is being performed. Blasting operations shall be in full compliance with applicable state and local laws, regulations, ordinances and practices.
- B. The existing topography shall be contoured to a minimum of 6 inches below the subgrade elevations shown on the Drawings.
- C. The Contractor shall provide construction staking required for the basalt rock removal operation and for verification that the removal has been completed to the specified limits.
- D. Before blasting commences, adjust monitoring point heights in the area to be blasted in accordance with details shown on the Drawings, if applicable. Any control points or benchmarks adjusted without the Owner being present shall be re-established at the Contractor's expense.
- E. No basalt rock removal shall begin in a given area prior to approval of the area by the Owner.
- F. If necessary to protect existing features identified in the pre-blast investigation, blast locations shall be heavily matted to contain potential flying debris.
- G. Any construction of new haul roads will need to be constructed and maintained by the Contractor to meet the air quality standards listed in the Caja del Rio Landfill / Owner's air quality permit. The use of the existing paved road at the landfill will be permitted, so long as its use does not interfere with landfill operations.

3.07 USE OF EXPLOSIVES

- A. Blasting shall be conducted to prevent injury to persons and damage to public or private property.
- B. Airblast limits:
 - 1. Airblast shall be controlled so that it does not exceed the values specified below at any protected structure, unless such structure is owned by the Contractor and has not been leased to any other person, or a waiver has been obtained.

Lower Frequency Limit of Measuring System, Hertz + 3 Decibels	Maximum Level in Decibels
0.1 Hz or lower – flat response	134 peak
2.0 Hz or lower – flat response	133 peak
6.0 Hz or lower – flat response	129 peak

- 2. The measuring systems used shall have a flat frequency response of at least 20 hertz at the upper end.
- 3. The person who conducts the blasting may satisfy the provision of this paragraph by meeting any of the three specifications in the chart above.

4. To ensure compliance with the limits contained in this Section, the Owner will require an airblast measurement of any or all blasts, and may specify the location of such measurements.
- C. Fly rock, including blaster material traveling in the air or along the ground, but excluding dust and detonation by-products, shall not be cast beyond the blast zone.
- D. Ground Vibration Monitoring [Engineer-provided]:
1. The Contractor may be required to coordinate directly with the Engineer's vibration monitoring staff to confirm compliance with this Section.
 2. Ground Vibration Limits: In all blasting operations, except as authorized in this Section, the maximum peak particle velocity shall not exceed one inch per second at the location of any protected structure, unless such structure is owned by the Contractor and not leased to any other person, or a waiver has been obtained. In addition to the requirements of this Section, any blast that is within 500 feet of the Landfill shall be conducted in order to control ground vibrations not to exceed 5 inches per second at the closest part of the Landfill. Blast monitoring, as provided by the Engineer, shall comply with this Section.
 3. When the scaled distance has a value less than 65 at the nearest protected structure, a seismograph recording shall be made at or near the structure. To confirm compliance with the limits obtained in this Section, Owner may require a seismograph recording of any or all blasts and may specify the location at which such recordings are made. Vibration monitoring, including seismograph recordings, will be provided by the Engineer's staff.
 4. When any blast is within 500 feet of the Landfill, a seismographic recording at or near the closest part of the landfill to the blast will be made.
 5. In lieu of the ground vibration limit(s) identified above, the Contractor may submit a written request to the Engineer to use an alternative compliance method. Such written request must be supported by sufficient technical information, which may include, but not be limited to, documented approval of such method by agencies in other states which regulate blasting operations at coal and/or non-coal mineral extraction operations. Upon submittal by the Contractor of a request to use an alternative compliance method, the Engineer shall issue a written determination as to whether the technical information submitted provides sufficient justification for the alternative method to be used as a means of demonstrating compliance.
- E. Waivers:
1. A waiver of the airblast and ground vibration limits described in this Section may be obtained by the Contractor in the following circumstances:
 - a. If the protected structure is owned by the Operator and leased to any other person.
 - b. If the protected structure is not owned by the Contractor, but the Owner of the structure has a bona fide financial interest in, or commercial relationship with, the mining operation. The Contractor shall provide written documentation of any such interest or relationship to the Owner upon request.

2. The waiver shall be signed by the Owner of the structure unless the Contractor is the Owner. If the structure is leased to any other person, the waiver must be signed by both the Owner and the lessee.
3. The waiver shall be in writing in a form approved by the Owner, and shall be submitted to the Owner before conducting blasting operations in accordance with the term of the waiver.
4. The Contractor is responsible for keeping an up-to-date record on all waivers executed, including real estate and lease transactions that may affect the validity of the waiver. These records shall be made available for inspection(s) by the Owner.
5. The waiver provided in this Section shall consist solely of a waiver of the airblast and ground vibration limits set forth in this Section and is not intended to exempt the Contractor from civil liability.

3.08 MONITORING

- A. When the cubed root scaled distance to the nearest protected structure has a value less than 350 and when the burden-to-hole depth ratio is greater than 1.0, or the top stemming height is less than 70 percent of the burden dimension, the airblast produced by the blast shall be measured at or near the closest protection structure. This shall apply to horizontal blast holes from the floor to the pit.
- B. The Contractor shall maintain blasting records as follows:
 1. A record of each blast shall be made, retained by the Contractor for at least three years and made available for inspection. The record is to be completed by the end of the work day following the day in which the blast occurred, including the seismograph meter reading and shall contain the following:
 - a. Name of Contractor conducting the blast.
 - b. The location, date, and time of the blast.
 - c. Name, signature, and license number of the licensed blaster responsible for the blast.
 - d. Type of material blasted.
 - e. Number of holes, burden, and spacing,
 - f. Diameter and depth of holes.
 - g. Type of explosives per hole.
 - h. Maximum weights of explosives detonated within any 8 millisecond period.
 - i. Maximum number of holes or decks detonated within any 8 millisecond period.
 - j. Initiation system, including number of circuits and the timer interval, if a sequential timer is used.
 - k. Type and length of stemming (deck and top).
 - l. Type of detonator and delay periods used, in milliseconds.
 - m. Sketch of delay pattern, including decking.
 - n. Distance and scaled distance to the closest protected structure, using the best available information.

- o. Location or address of the closest protected structure, using the best available information.
 - p. Distance and scaled distance to the closest part of any landfill within 500 feet of the blast.
- 2. Airblast and/or ground vibration recordings shall be kept by the Contractor for a period of three years following the date of the blast, and shall be available for inspection. The recordings shall include the following information:
 - a. Maximum airblast and/or ground vibration levels recorded.
 - b. The specific location of the monitoring equipment, its distance from the blast and the date and time of the recording.
 - c. Name of the person and firm making the recording.
 - d. Name of the person and firm analyzing the recordings. The recordings shall be signed and dated by the person performing the analysis.
 - e. The type of instrument, sensitivity, and calibration signal or certification of annual calibration.
- 3. As used herein, seismographic recording or record of airblast recording or record shall mean a visually inspectable cartesian representation of the time history of the particle velocity levels or airblast levels versus time. The particle velocity is shown by three traces representing mutually perpendicular components of motion. The components are oriented vertically, traversely, and longitudinally to the horizontal direction from the recording location to the location of the blast. The airblast time history is represented by a single trace. The record or recording includes either an analog representation, or a written description, of the vertical scale for the particle velocity traces and the airblast trace. The units for the particle velocity traces and scale are in inches per second. The units for the airblast trace and scale are millibars, pounds per square inch, or decibels. The recordings shall also include an analog or descriptive scale. The time units are in seconds.

3.09 STORAGE OF ROCK

- A. Storage of blasted basalt rock shall be as directed by the Owner and as needed to maximize efficiency of crushing operations. Storage of basalt rock shall not interfere with landfill operations.
- B. **Blasted basalt rock shall not exceed the maximum storage pile height of 50 feet.**
- C. Any considerations of new haul roads to deliver blasted basalt rock to crushing operation shall be constructed and maintained by the Contractor. Maintenance of new haul roads, including for dust control purposes, must meet the air quality standards listed in the Owner's air quality permit. The use of the existing paved roads at the Landfill will be permitted provided its use does not interfere with the Landfill's operation.

3.10 DISPOSAL OF WASTE MATERIAL

- A. Upon completion of the basalt rock subgrade development, the Contractor shall dispose of all trash, waste material, and equipment used in connection with the performed Work and shall leave the premises in a neat and acceptable condition.

3.11 ACCEPTANCE

- A. The Contractor shall retain all ownership and responsibility for the basalt rock subgrade until acceptance by the Owner. The subgrade shall be accepted by the Owner when all of the following conditions are met:
 - 1. Development is completed.
 - 2. Certification by survey that the basalt rock subgrade meets the tolerance stated herein.
- B. The existing topography shall be contoured to a minimum of 6 inches below the subgrade elevations shown on the Drawings.

END OF SECTION

SECTION 007

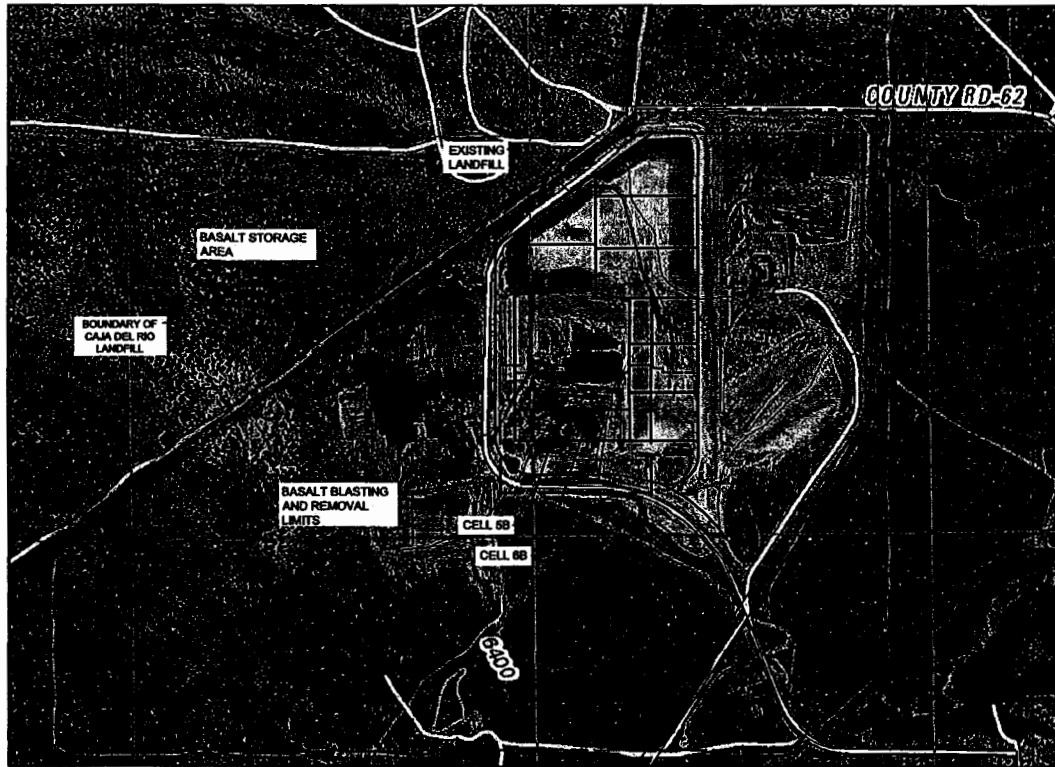
CONSTRUCTION DRAWINGS

<u>SHEET NO.</u>	<u>SHEET TITLE</u>
Sheet G-01	Cover and Site Location Map
Sheet C-01	Basalt Blasting Grading Plan

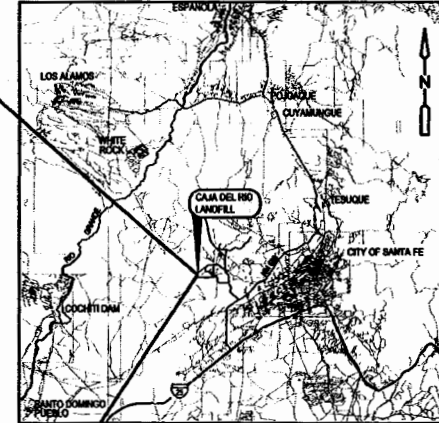
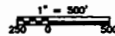
SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL

CELL 5B/6B CONSTRUCTION PROJECT PHASE 1

APRIL 2013



SITE LOCATION MAP



VICINITY MAP
NO SCALE

LIST OF DRAWINGS

SHEET	TITLE
G-01	COVER SHEET AND SITE LOCATION MAP
C-01	BASALT BLASTING GRADING PLAN CELL 5B/6B



ATTACHMENT

Construction Contract - Amendment No. 1

SANTA FE SOLID WASTE MANAGEMENT AGENCY

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

AMENDMENT NO. 1 to AGREEMENT BETWEEN OWNER AND CONTRACTOR,
DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND
CELL CONSTRUCTION AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL, DATED MAY 4, 2006

This Agreement is entered into this 17th day of January, 2008, by and between the SANTA FE
SOLID WASTE MANAGEMENT AGENCY, herein known as the Owner, and DELHUR
INDUSTRIES, INC., herein known as the Contractor.

For the following:

PROJECT: Amendment No. 1 to Agreement Between Owner and Contractor, Development
and Operation Of A Commercial Aggregate Quarry and Cell Construction at the
Santa Fe Solid Waste Management Agency Caja del Rio Landfill, Dated May 4,
2006, also know as Construction of Cell 4B, Caja del Rio Landfill

ENGINEER OF RECORD: Bryan A. Stirrat & Associates
1360 Valley Vista Drive
Diamond Bar, CA 91765

DISTRIBUTION:

OWNER	<u>2</u>
CONTRACTOR	<u>4</u>
ENGINEER	<u>1</u>
OTHER	<u>3</u>

Attachment H Performance Bond
Attachment I Labor and Material Bond
Attachment J Wage Rate Decision
Attachment K Schedule of Work
Attachment L Technical Specifications for Cell 4B
Attachment M Construction Drawings for Cell 4B
Attachment N Construction Quality Assurance (CQA) Plan for Cell 4B

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1 to
AGREEMENT BETWEEN OWNER AND CONTRACTOR,
DEVELOPMENT AND OPERATION OF A COMMERCIAL
AGGREGATE QUARRY AND CELL CONSTRUCTION
AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL, DATED MAY 4, 2006**

This AMENDMENT No. 1 (the "Amendment") to the AGREEMENT BETWEEN OWNER AND CONTRACTOR, DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY AND CELL CONSTRUCTION AT THE SANTA FE SOLID WASTE MANAGEMENT AGENCY CAJA DEL RIO LANDFILL, dated May 4, 2006 (the "Agreement"), is made and entered into between the SANTA FE SOLID WASTE MANAGEMENT AGENCY (the "Agency") and DELHUR INDUSTRIES, INC. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor agreed to provide work for the Agency for the development and operation of a commercial aggregate quarry and cell construction.

Pursuant to Section 10.21 of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree to amend the Agreement as follows:

1. **THE WORK** Article 2, The Work of the Agreement is amended to incorporate Technical Specifications and Construction Drawings for Cell 4B within Phase I, so that Article 1 reads in its entirety as follows:

The Contractor shall perform all the "Work" required by the Contract Documents for the development and operation of a commercial aggregate quarry and cell construction at the Santa Fe Solid Waste Management Agency's Caja del Rio Landfill as described in Request for Proposal # 06/17/P. The "Work" shall be defined in phases within Phase I consisting of common excavation, basalt rock blasting and removal, rock crushing operation, subgrade preparation, geosynthetic liner installation, and placement of soil protective layer for Cells 4A, 4B, 5A, and 6A (Attachments A-N).

The Work shall also consist of producing the following aggregates: 8-inch minus jaw run to local vendors whereby they would be able to produce their own custom product at a reduced cost; a limited amount of State of NM spec. base course; a limited amount of "driveway rock" for small orders; supply County of Santa Fe Public Works; and pursue the aggregate market created by NM DOT.

Contract Documents including Technical Specifications and Construction Drawings for future phases within Phase I shall be amended to the Contract as allowed in Section 10.21 of this Agreement.

Attachment H Performance Bond
Attachment I Labor and Material Bond
Attachment J Wage Rate Decision
Attachment K Schedule of Work
Attachment L Technical Specifications for Cell 4B
Attachment M Construction Drawings for Cell 4B
Attachment N Construction Quality Assurance (CQA) Plan for Cell 4B

2. REVENUE SHARING Article 3, Revenue Sharing of the Agreement is amended to allow additional time for the sale of basalt rock within Phase I and add a standard for efforts required to sell the basalt rock, so that Article 3 reads in its entirety as follows:

The Contractor agrees to use best efforts to sell the basalt rock removed from Cells 4A, 5A, and 6A of Phase I within four (4) years from the date of the Contract. The Contractor shall pay the Owner \$1.50 per ton for aggregates produced and sold by the Contractor across the scales located at the Caja del Rio Landfill on a monthly basis until all of the aggregates have been sold. Based on a final volume approved at the JPB meeting on January 18, 2007, the 229,977 cubic yards (459,954 tons) for basalt rock within Cells 4A, 5A, and 6A will yield the Owner approximately in \$689,931.00 in revenues.

The Contractor further agrees to use best efforts to sell the basalt rock removed from Cell 4B of Phase I within ten (10) years from the date of the Amendment. The Contractor shall pay the Owner \$1.50 per ton for aggregates produced and sold by the Contractor across the scales located at the Caja del Rio Landfill on a monthly basis until all of the aggregates from Cell 4B have been sold. Based on an estimated volume agreed by the Contractor and the Owner,

the 541,750 cubic yards (1,101,500 tons) for basalt rock within Cell 4B will yield the Owner approximately \$1,625,250.00 in revenues.

3. **TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION** Article 4, Time of Commencement and Substantial Completion of the Agreement is amended to define the time of commencement and substantial completion for Cell 4B within Phase I, so that Article 4 reads in its entirety as follows:

The Work to be performed for Cell 4B shall commence no later than ten (10) calendar days after the date of written Notice to Proceed. The substantial completion date shall be no later than September 1, 2008, except as hereafter extended by a valid written Change Order by the Owner.

4. **CONTRACT SUM** Article 5, Contract Sum of the Agreement is amended to increase the amount of the contract sum to a total of Seven Million Six Hundred Thirty-Eight Thousand Thirty-Nine Dollars and Twenty-Three Cents (\$7,638,039.23), so that Article 5 reads in its entirety as follows:

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 not to exceed Seven Million Six Hundred Thirty-Eight Thousand Thirty-Nine Dollars and Twenty-Three Cents (\$7,638,039.23).

DESCRIPTION	AMOUNT	COMPLETED AND PAID
Contract	\$2,310,488.18	Yes
Change Order No. 1 to Contract	\$285,946.05	Yes
Amendment No. 1	\$5,041,605.00	-
Contract to Date	\$7,638,039.23	-

5. **LIQUIDATED DAMAGES** Article 7, Liquidated Damages of the Agreement is amended to define the liquidated damages for Cell 4B within Phase I, so that Article 7 reads in its entirety as follows:

Should the Contractor neglect, refuse, or otherwise fail to complete the Work by September 1, 2008 or any approved extension of that deadline, the Contractor agrees to pay to the Agency the amount of Five Hundred Dollars (\$500) per calendar days of delay until the work is completed and accepted or until voided pursuant to the provisions of the General Conditions of the Agreement, not as a penalty, but as a liquidated damages for such breach of the Agreement.

6. **AGREEMENT IN FULL FORCE**

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

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

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY:**

By: 

Ronald Trujillo
Chairperson

Date: 01/22/08

APPROVED AS TO FORM:



Mark T. Baker
Agency Attorney

**CONTRACTOR:
DELHUR INDUSTRIES, INC.**

By: 

Printed Name: TIM HOUTH

Title: President

Date: 20 Jan. 2008

ATTACHMENT
Construction Contract

SANTA FE SOLID WASTE MANAGEMENT AGENCY

AGREEMENT BETWEEN
OWNER AND CONTRACTOR

DEVELOPMENT AND OPERATION OF A COMMERCIAL AGGREGATE QUARRY
AND CELL CONSTRUCTION AT THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL

This Agreement is entered into this 4th day of May, 2006, by and between the SANTA FE SOLID WASTE MANAGEMENT AGENCY, herein known as the Owner, and DELHUR INDUSTRIES, INC., herein known as the Contractor.

For the following:

PROJECT: Development and Operation of a Commercial
Aggregate Quarry and Cell Construction at the
Santa Fe Solid Waste Management Agency
Caja del Rio Landfill

ENGINEER OF RECORD: Gordon Environmental, Inc.
213 S. Camino del Pueblo
Bernalillo, NM 87004

DISTRIBUTION:

OWNER	<u>2</u>
CONTRACTOR	<u>2</u>
ENGINEER	<u>1</u>
OTHER	<u> </u>

Attachment A. Performance Bond.
Attachment B. Labor and Material Bond.
Attachment C. Wage Rate Decision
Attachment D. Request for Proposal # 06/17/P.
Attachment E. Technical Specifications for Cells 4A, 5A, and 6A.
Attachment F. Construction Drawings for Cells 4A, 5A, and 6A.

RECITALS

WHEREAS, the Owner, through its Governing Body, 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 Governing Body of the Santa Fe Solid Waste Management Agency at its Joint Powers Board meeting of May 4, 2006.

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 Technical Specifications, the Construction Drawings, 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 the development and operation of a commercial aggregate quarry and cell construction at the Santa Fe Solid Waste Management Agency Caja del Rio Landfill as described in Request for Proposal # 06/17/P (Attachment D). The "Work" shall be defined in phases within Phase I consisting of common excavation, basalt rock blasting and removal, rock crushing operation, subgrade preparation, geosynthetic liner installation, and placement of soil protective layer for Cells 4A, 5A, and 6A (Attachments E and F).

The "Work" shall also consist of producing the following aggregates: 8-inch minus jaw run to local vendors whereby they would be able to produce their own custom product at a reduced cost; a limited amount of State of NM spec. base course; a limited amount of "driveway rock" for small orders; supply County of Santa Fe Public Works; and pursue the aggregate market created by the NM DOT.

Technical Specifications and Construction Drawings for future phases within Phase I shall be amended to the Contract as allowed in Section 10.21 of this Agreement.

Attachment D. Request for Proposal # 06/17/P.

Attachment E. Technical Specifications for Cells 4A, 5A, and 6A.

Attachment F. Construction Drawings for Cells 4A, 5A, and 6A.

ARTICLE 3
REVENUE SHARING

The Contractor agrees to sell the basalt rock removed from Cells 4A, 5A, and 6A of Phase I within three (3) years from the date of Contract. The Contractor shall pay the Owner \$1.50 per ton for aggregates produced and sold by the Contractor across the scales located at the Caja del Rio Landfill on a monthly basis. Based on an estimated volume of 320,000 tons for basalt rock within Cells 4A, 5A, and 6A, this will yield the Owner approximately \$480,000.00 in revenues.

ARTICLE 4
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. Completion date shall be no later than October 27, 2006, except as hereafter extended by valid written Change Order by the Owner.

ARTICLE 5
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 not to exceed Two million three hundred ten thousand four hundred eighty-eight dollars and eighteen cents (\$2,310,488.18).

ARTICLE 6
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 (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 7
LIQUIDATED DAMAGES

Should the Contractor neglect, refuse, or otherwise fail to complete the work by October 27, 2006 or any approved extension in the Contract thereof, the Contractor agrees to pay to the Owner the amount of five hundred dollars (\$500) per consecutive calendar days 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 8
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 document 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 9
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 Contract period. 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 implement the CPM shall be borne by the Contractor.

ARTICLE 10
GENERAL AND SPECIAL PROVISIONS

- 10.1 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.
- 10.2 Terms used in this Agreement which are defined in the Conditions of the Contract shall have the meanings designated in those Conditions.
- 10.3 The Contractor shall defend, indemnify, and hold harmless the Owner against any and all injury, loss, or damage, including, without limitation, costs of defense, court costs and

attorney's fees, arising out of the acts, errors, or omissions of the Contractor.

10.4 The Contractor will be required to carry:

1. General liability insurance in the amount of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate.
2. Auto liability insurance in the amount of \$1,000,000.00.
3. Workers' Compensation insurance as required by New Mexico State Statute.

City of Santa Fe and the Santa Fe Solid Waste Management Agency will be listed as an additional insured on all policies, and proof of coverage must be provided before work begins. Contractor shall maintain adequate insurance in at least the maximum amounts which the Owner could be liable under the New Mexico Tort Claims Act. It is the sole responsibility of the Contractor to be in compliance with the law.

10.5 This Agreement shall not become effective until: (1) approved by the Joint Powers Board; and (2) signed by all parties required to sign this Agreement.

10.6 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.

10.7 The Contractor shall not subcontract any portion of the services to be performed under this Agreement without prior written approval of the Owner.

10.8 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 City of Santa Fe Finance Department and the State Auditor. The Owner shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose the right of the Owner to recover excessive illegal payments.

10.9 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 by the Owner, 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.

10.10 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.

10.11 The Contractor hereby warrants that the Contractor is in compliance with the Americans with Disabilities Act, 29 CFR 1630.

10.12 The Contractor, upon final payment of the amounts due under this Agreement, releases

10.13 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.

10.14 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 note to the other party.

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

- 10.15 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.
- 10.16 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.
- 10.17 This document shall be executed in no less than five (5) counterparts, each of which shall be deemed an original.
- 10.18 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.
- 10.19 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.

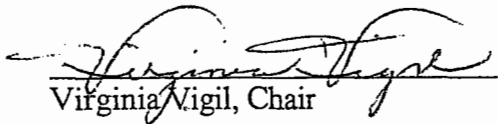
- 10.20 Waiver. No provision of this Agreement shall be deemed to have been waived by either party unless such waiver be in writing signed by the party making the waiver and addressed to the other party; nor shall any custom or practice which may evolve between the parties in the administration of the 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.
- 10.21 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, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.
- 10.22 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.
- 10.23 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.
- 10.24 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.
- 10.25 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, 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.
- 10.26 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 or interest under this Agreement or seek to enforce this Agreement as a third party beneficiary of this Agreement.
- 10.27 Pursuant to Section 13-4-11, NMSA 1978, Reference is hereby made to the Minimum Wage on Public Works; weekly payments; posting wage scale; withholding funds (Attachment C).

ARTICLE 11
NEW MEXICO TORT CLAIMS ACT

By entering into this Agreement, neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Sections 41-4-1, et Seq. NMSA 1978, as amended. The Owner and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

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

OWNER:


Virginia Vigil, Chair

5/9/06
DATE

ATTEST:

Valerie Espinoza, Santa Fe County Clerk

CONTRACTOR:

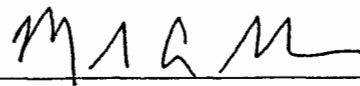
BY: _____

TITLE: Executive Vice President

DATE: _____

NM TAXATION AND REVENUE CRS
NO. 02-337938-00-3

APPROVED AS TO FORM:



Mark Basham, SFSWMA Attorney

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: April 12, 2013
Subject: Request for Approval of Amendment No. 2 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM, for Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B Design for the Caja del Rio Landfill in the Amount of \$163,581.00.

BACKGROUND AND SUMMARY:

On February 23, 2012, the Board approved a Professional Services Agreement (Agreement) to CDM Smith, Inc. of Albuquerque, NM, for the engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion, and Cell 5B/6B design and construction quality assurance for the Caja del Rio Landfill in the amount of \$590,455.00 (RFP No. '12/06/P).

On January 24, 2013, the Joint Powers Board approved Amendment No. 1 to extend the Agreement to January 24, 2014. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon the approval by the Board for each extension and renewal not to exceed four years.

Amendment No. 2 will include the following additional services:

1. Cell 5B/6B Construction – Phase I (blasting and excavation of basalt rock): blasting permit assistance, construction quality assurance (CQA) services, and seismic monitoring.
2. Cell 5B/6B Construction – Phase II (cell development): subgrade and geo-synthetic liner design and bidding assistance services.
3. Blasting permit assistance as per Santa Fe County Land Development Code, Section 2.3.1a(xiii).
4. NEPA (National Environmental Policy Act) documentation assistance for landfill activities related to the production and sale of crushed rock as per BLM requirement and 20.9.2.18 NMAC for compliance with other applicable local, state, and federal laws.
5. A Noise Study as per comments received from area residents nearest to the landfill that expressed concerns about increased noise that might accompany the lateral and vertical expansion of the landfill. The study will measure current levels and estimate changes related to landfill expansion.
6. Revised hourly billing rates for 2013/2014.

Amendment No. 2 will increase the Agreement in the amount of \$163,581.00 for a total not-to-exceed amount of \$754,036.00. Funding is available via budget increase from 5500.100700 (Cash Reserves - SWAMA Operating Fund) to 52521.572950 (WIP Start Up Project Costs for Landfill Permitting) in the amount of \$25,865.00 and from 5507.100700 (Cell Development

Reserve) to 52510.572960 (WIP Design for Engineering Design and Construction Quality Assurance) in the amount of \$137,716.00.

The Agreement and Amendments do not include future tasks such as:

1. Public notification of permit modification and renewal application submittal;
2. Address NMED comments;
3. Final permit submittal; and
4. Cell 5B/6B Construction – Phase II: subgrade and geo-synthetic liner construction quality assurance (CQA) services.

ACTION REQUESTED:

The Agency is requesting Board to approve Amendment No. 2 to the Agreement with CDM Smith, Inc. of Albuquerque, NM, for the engineering design and permitting services for permit renewal, permit modification, landfill vertical and lateral expansion, and Cell 5B/6B design and construction quality assurance for the Caja del Rio Landfill in the amount of \$163,581.00.

The Agency also requests approval of a budget increase from the following accounts:

1. From 5500.100700 (Cash Reserves - SWAMA Operating Fund) to 52521.572950 (WIP Start Up Project Costs for Landfill Permitting) in the amount of \$25,865.00; and
2. From 5507.100700 (Cell Development Reserve) to 52510.572960 (WIP Design for Engineering Design and Construction Quality Assurance) in the amount of \$137,716.00.

Attachments: 1) Budget Adjustment Request
2) Professional Services Agreement – Amendment No. 2
3) Professional Services Agreement – Amendment No. 1
4) Professional Services Agreement

M:\Memo\Memo.041213.1.wpd

ATTACHMENT

Budget Adjustment Request

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME	DATE
SANTA FE SOLID WASTE MANAGEMENT AGENCY	

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
Transfer-Out CASH Reserves SWAMA Operating Fund	52501.700150		25,865.00	
Transfer-In Landfill Permitting	51521.600150		25,865.00	
WIP Start-Up Project Costs	52521.572950		25,865.00	
			\$ 77,595.00	\$ -

Budget increase to be funded from 5500.100700 (Cash reserves SWAMA Operating Fund) to fund

amendment #2 with CDM Smith Inc for Landfill Permitting in the amount of \$25,865.00

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

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY	DATE
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ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
WIP Design	52510.572960		137,716.00	
			\$ 137,716.00	\$ -

Budget increase to be funded from 5507.100700 (Cash reserves Cell Development Fund) to fund

amendment #2 with CDM Smith Inc for Engineering Design and Quality Assurance in the amount of \$137,716.00

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

ATTACHMENT

Professional Services Agreement - Amendment No. 2

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
(Landfill Permitting - 2012)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and CDM Smith Inc. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering design and permitting services to the Agency.

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

1. SCOPE OF SERVICES

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

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of One Hundred Sixty-Three Thousand One Fifty-Eight Dollars and No Cents (\$163,158.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to the Contractor in full payment for services rendered, a sum not to exceed Seven Hundred Fifty-Four Thousand Thirty-Six Dollars and No Cents (\$754,036.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$590,455.00
AMENDMENT NO. 1	\$0.00
AMENDMENT NO. 2	\$163,158.00
CONTRACT TO DATE	\$754,036.00

B. Payment shall be made upon receipt and approval by the Agency of reasonably detailed invoices/statements describing the services performed. Invoices/statements shall be rendered no more than once each month. Compensation shall be paid only for services actually performed.

3. **AGREEMENT IN FULL FORCE**

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

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

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Peter Ives
Vice-Chairperson

Date:

ATTEST:

Yolanda Y. Vigil
Santa Fe City Clerk

CDM SMITH INC.:

Paul A. Karas
Associate, Client Service Manager

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:



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

April 10, 2013

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

Subject: Caja del Rio Landfill Permit Modification and Renewal
Cell 5B/6B Design and Contractor Coordination Services
Amendment 2 to SFSWMA PO# 11128449-000-OP
CDM Smith Project No.: 10679-91151/91152

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this proposed scope, schedule, and fee for Amendment 2 to our *"Caja del Rio Landfill Permit Modification and Renewal and Cell 5B/6B Design and Contractor Coordination Services"* contract [SFSWMA PO# 11128449-000-OP, dated March 21, 2012] for the following additional services that have been requested by SFSWMA:

- [NEW] Task 17: Cell 5B/6B Engineering Services During Construction
 - Subtask 17.1: Blasting Permit Assistance
 - Subtask 17.2: Phase I (Blasting) Construction Quality Assurance (CQA) Services
 - Subtask 17.3: Seismic Monitoring
- [NEW] Task 18: Other Permitting Assistance
 - Subtask 18.1: Noise Study
 - Subtask 18.2: NEPA Assistance
- [REVISED] Task 13: Cell 5B/6B Design and Contractor Coordination Services
 - Task 13B: Phase II (Cell Development) Design and Bidding Assistance Services

The scope of each of these additional services, along with the estimated cost, schedule, and deliverables, is detailed herein.

Additionally, revised hourly billing rates for 2013/2014 have been included with this Amendment 2 and are provided in **Attachment A**. These rates shall be considered valid for one year from contract execution.

Mr. Randall Kippenbrock, P.E.
April 10, 2013
Page 2

Subtask 17.1: Blasting Permit Assistance

As a part of the new *Task 17: Cell 5B/6B Engineering Services During Construction*, the activities for Subtask 17.1 in Santa Fe County must be conducted under a blasting permit issued by the County. CDM Smith will meet with the Santa Fe County Land Use Department about the blasting permit requirements. The permit requirements will be included in the blasting contract (Subtask 17.2) to ensure all information necessary for completing the permit application will be available. CDM Smith will complete the application, respond to questions or concerns posed by the Santa Fe County Land Use Department, and track the progress of the permit through the approval process.

The permit application will be completed within five days of receipt of the documents required by contract from the blasting contractor. The application review and approval process at the County is expected to take approximately 15 days.

Subtask 17.2: Cell 5B/6B Construction – Phase I (Blasting) Construction Quality Assurance (CQA) Services and Subtask 17.3: Seismic Monitoring

The design and construction of Cells 5B and 6B at the Caja del Rio Landfill was originally envisioned as one task in the original contract. However, upon further direction from SFSWMA, the activities to complete Cell 5B/6B are now divided into two separate tasks:

1. [Subtask 17.2] Cell 5B/6B Construction – Phase I (Blasting): drawings, specifications, and construction quality assurance; and
2. [Task 13B] Task Cell 5B/6B Construction – Phase 2 (Cell Development): drawings, specifications, bidding assistance, and CQA.

The Phase I blasting drawings and specifications have been completed under the original contract budget, so this task addresses the CQA activities to be performed by CDM Smith during the basalt blasting, excavation, and removal activities.

As a part of the new *Task 17: Cell 5B/6B Engineering Services During Construction*, CDM Smith will perform the following services during blasting of Cell 5B/6B for Subtask 17.2:

- Attending a Pre-construction Meeting, three monthly site inspections, and one final site walk-through
- Reviewing Shop Drawing Submittals
- Processing Contractor Requests for Information (RFI) and Change Orders
- Reviewing Contractor's Pay Application/Requests

Mr. Randall Kippenbrock, P.E.
April 10, 2013
Page 3

- Completing a post-blast topographic survey (50-foot grid pattern) and preparing as-built drawings
- Communicating with SFSWMA staff (as required)
- Maintaining Project Files

As a part of *Task 17: Cell 5B/6B Engineering Services During Construction*, CDM Smith will provide seismic monitoring of all blasting activities by our subcontractor, Dr. Catherine Aimone-Martin of Aimone-Martin Associates, LLC for Subtask 17.3. The seismic monitoring will estimate the ground vibration and air overpressure properties for developing the blasting plan and will provide assurance to landfill neighbors regarding the vibrations associated with blasting. The proposal from Dr. Aimone-Martin is provided as **Attachment B** to this amendment. Deliverables related to the seismic monitoring are described in detail in the attachment.

Assuming that the blasting activities will be completed by September 30, 2013, CDM Smith proposes to complete the Subtask 17.1 and Subtask 17.2 activities by November 15, 2013.

CDM Smith also assumes the following:

- Up to ten contractor submittals will be reviewed.
- Up to six RFIs and/or change orders will be reviewed.
- Up to four contractor's pay request applications will be reviewed.
- All meetings will be held at the offices of SFSWMA and/or at the Caja del Rio Landfill.
- Travel costs have been included for CDM Smith-Albuquerque staff only.
- One electronic copy and one hard-copy of the as-built drawings will be provided to SFSWMA.
- CDM Smith senior technical specialists will be utilized to review project documentation.

Subtask 18.1: Noise Study

As a part of the new *Task 18: Other Permitting Assistance*, the activities for Subtask 18.1 are detailed herein. The residents living nearest to the Caja del Rio Landfill expressed their concerns about increased noise that might accompany the lateral and vertical expansion of the landfill. A noise study has been requested to measure the noise level associated with current landfill operations and to estimate the changes in noise with the landfill expansion. The three subtasks for this additional services are described below.

Mr. Randall Kippenbrock, P.E.
April 10, 2013
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Noise Measurements

CDM Smith will perform noise measurements at the landfill. Based on public concerns regarding noise from trucks, heavy equipment, bird cannon, and crushing operations at the landfill, noise measurements will be collected to characterize various operations at the landfill. CDM Smith will attempt to coordinate noise measurements with the Santa Fe County Sheriff, the authority charged with enforcement of the Santa Fe County noise ordinance.

Activities

- Noise measurements will be taken from various landfill operations for 20 minutes, or less if the activity is of a short nature, at the fenceline closest to the activity. Measured landfill operations will include:
 - Truck traffic;
 - Unloading of waste from trucks;
 - Placing waste in active layer by heavy equipment;
 - Compacting waste by heavy equipment;
 - Placing cover by heavy equipment;
 - Crushing operations; and
 - Bird cannons.
- Up to five 20-minute ambient noise measurements at the east fenceline of the landfill will be collected during the landfill's normal operating hours.
- Up to five 20-minute ambient noise measurements will be collected within 25 feet of the nearest residential property.
- Assess traffic noise from Caja del Rio Road.

Calculate Future Noise

CDM Smith will calculate future noise levels at the nearest residences due to vertical and lateral landfill expansion.

Activities

- Based on noise measurements taken at the landfill, determine existing noise levels at the nearest residences.
- Calculate future noise levels at the nearest residences based on future landfill design (vertical and lateral expansion).

Mr. Randall Kippenbrock, P.E.
April 10, 2013
Page 5

- Although noise from the landfill during normal operations and permitted crushing activities would be exempt from the noise limits in the Santa Fe County Noise Control and Public Nuisance Ordinance (Ordinance No. 2009-11), these limits will be used to assess the magnitude of noise at the noise sensitive units.

Technical Memo

CDM Smith will prepare a technical memorandum summarizing measured and calculated noise levels.

Activities

- Prepare a technical memorandum that presents the measured noise levels, existing noise levels at the nearest residences, and predicted noise levels at the nearest residences due to expansion of the landfill.

Assumptions

- Noise measurements will be taken between 6:00 a.m. and 6:00 p.m. based on public complaints and the landfill's operational hours.
- Noise measurements will be taken for each landfill operation listed above, assuming they will be coordinated with scheduled field measurements.
- Short-term ambient noise measurements (20-minutes each) at the east fenceline of the landfill and at the nearest noise sensitive unit will be collected at different times of the day up to five (5) times at each location.
- One noise meter will be used.
- Field work schedule and cost are based on a 3-day (2-nights) travel from Sacramento, CA.
- Noise measurement dates are subject to weather (wind speed less than 12 mph, no precipitation, no snow accumulation).
- Noise from landfill operation is limited to between Monday and Saturday 6:00 a.m. to 6:00 p.m.
- Location of the nearest noise sensitive units are assumed to be the same in the future (i.e. east of the landfill and Caja del Rio Road).
- Landfill operations in the future will be comparable to existing operations.
- The report will be prepared in draft and final format for review by SFSWMA.
- The SFSWMA will provide comments within 7 days.

Mr. Randall Kippenbrock, P.E.
April 10, 2013
Page 6

- CDM Smith will provide response to comments within 7 days.
- The draft and final technical memorandum will be distributed in electronic format.
- Travel for any meetings to present the study results is not included.

Schedule

The noise study field measurements can be initiated within 3 weeks of Notice to Proceed. The field measurements will be conducted over one week. A draft report will be provided to SFSWMA for review within 3 weeks of the completion of field measurements. A final report will be submitted one week after receipt of SFSWMA comments.

Subtask 18.2: NEPA Assistance

As a part of the new *Task 18: Other Permitting Assistance*, the activities for Subtask 18.2 are detailed herein. The Bureau of Land Management (BLM) is requiring a completed National Environmental Policy Act (NEPA) document for landfill activities related to the production and sale of crushed rock. The level of NEPA documentation is expected to be an Environmental Assessment (EA). The BLM will issue a contract to complete the EA. It is anticipated that the BLM contractor will require assistance in collecting the information and data necessary to prepare the EA. CDM Smith will provide 50 hours of staff engineer time to compile data and information as requested by the BLM contractor. At the completion of the draft EA, CDM Smith will provide a senior environmental specialist to review the draft EA on behalf of SFSWMA and provide comments to the BLM.

This task will begin when the BLM NEPA contractor has been issued a Notice to Proceed and requests information and data. Review comments on the draft EA will be submitted to SFSWMA for approval within three weeks of the Notice of Availability for the draft EA.

Task 13B: Cell 5B/6B Construction – Phase II (Cell Development) Design and Bidding Assistance Services

This additional service task was combined with Cell 5B/6B blasting in the original contract. As described under Subtask 17.2, separating the Cell 5B/6B blasting and cell completion requires additional effort by CDM Smith than for completing these same services as a single task. As such, as part of the revised *Task 13: Cell 5B/6B Design and Contractor Coordination Services*, CDM Smith will provide services for Task 13B as detailed herein. This Task will consist of preparing the construction drawings, technical specifications, and the applicable contract documents for the completion of Cells 5B and 6B at the Caja del Rio Landfill. Bidding assistance services will also be provided under this Task 13B as described herein.

The construction drawings will include plans related to the overall site and subgrade, as well as liner and leachate collection details. The specifications will include front-end documentation,



Mr. Randall Kippenbrock, P.E.
April 10, 2013
Page 7

general and technical specifications. CDM Smith will provide SFSWMA with 90-percent complete construction drawings and contract documents for review and comment. CDM Smith will then address SFSWMA's comments and finalize the construction drawings and contract documents for bidding and construction. CDM Smith will also provide contractor coordination services, which will consist of providing a contractor pre-bid/coordination meeting, answer contractor questions, and review bids.

The proposed engineering services will be provided as follows, in chronological order:

- Cell 5B/6B Project Meetings/Project Management
- Design Development
- Contract Documents and Technical Specifications
- Opinion of Probable Cost Estimates
- Contractor Coordination

Each of these services is described in detail below.

Cell 5B/6B Project Meetings/ Project Management

Two design project meetings (one to be held as a 90-percent design document review meeting; one to be held as a pre-bid meeting) will be directed by CDM Smith with SFSWMA's staff in attendance. The meetings will be held at SFSWMA or CDM Smith offices and will be attended by our Project Manager and Project Engineer. CDM Smith will prepare electronic summaries of these meetings. This task also includes labor costs for project setup, document control and filing, invoicing, and close out.

Design Development

CDM Smith will provide engineering services for the preparation of construction plans for final subgrade elevations and installation of the liner and leachate collection system for Cell 5B/6B at the Caja del Rio Landfill. The CDM Smith design will include provisions for preparation of the subgrade (post-basalt blasting) prior to the installation of the composite liner system. It is assumed that the composite liner system will consist of a Geosynthetic Clay Liner (GCL) overlain by a 60-mil HDPE geomembrane, and geotextile fabric for protection of HDPE geomembrane. Two feet of drainage material (basalt and/or glass cullet) will be included for installation above the composite liner system.

Engineering drawings will be based upon the current NMED Solid Waste Bureau (SWB) approved permit drawings. The drawing set will include (at a minimum) the following:

- Title Sheet



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- Overall Site Plan
- Cell 5B/6B Liner Grades
- Liner and Leachate Collection System Plan
- Liner Details
- Leachate Collection System Details
- Stormwater Management Details

CDM Smith will transmit three copies of the full-size (24" x 36") contract drawings and bound technical specifications at the completion of the 90-percent design to SFSWMA for review and comment. CDM Smith will meet and discuss comments with SFSWMA. Concurrently, CDM Smith's senior technical staff will review the documents for quality control/quality assurance, as well as adherence to the project scope.

Comments will be incorporated by CDM Smith and ten full-size copies of the final "for construction" drawings and bound technical specifications will be transmitted to SFSWMA for use in bidding.

Contract Documents and Technical Specifications

CDM Smith will prepare contract documents in accordance with the SFSWMA procurement procedures. The documents will include, at a minimum, requirements for general conditions (per the SFSWMA), measurement and payment, summary of work, earthwork, subgrade preparation, GCL, 60-mil HDPE, 2' thick drainage material layer (basalt and/or glass cullet material), geotextile fabric, gravel, and leachate collection system piping.

Contract documents will be submitted to the SFSWMA for review and approval at the 90-percent completion phase. CDM Smith will incorporate comments into the final "for construction" document set and submit to SFSWMA the final documents.

Opinion of Probable Cost Estimates

CDM Smith will develop two engineer's opinions of probable cost for construction of Cell 5B/6B based on CDM Smith's 90-percent and final "for construction" design documents. The engineer's opinions of probable construction cost will include applicable New Mexico Gross Receipts Tax (NMGR) and appropriate levels of contingency.

Contractor Coordination

CDM Smith will assist the SFSWMA with contractor coordination services by conducting a contractor coordination meeting, responding to contractor's questions, reviewing bids, preparing a bid tabulation between the engineer's opinion of probable cost and the bids. Note that the

coordination activities will be based on the "Contract Documents and Technical Specifications" documentation provided by CDM Smith.

CDM Smith will provide SFSWMA with a set of contract documents (full-size drawings and bound specifications) signed and sealed by a registered New Mexico Professional Engineer.

Assumptions

The following assumptions have been made for Task 13B:

- The drawing set for the construction of Caja del Rio Landfill Cell 5B/6B is assumed to consist of up to seven drawings and one title sheet.
- Subgrade survey information from the Cell 5B/6B Construction – Phase I (Blasting) project will be utilized during drawing development for this project. As such, additional subgrade survey will not be required to complete the design activities.
- CDM Smith senior technical staff will be utilized to review the design documents prior to release for construction.
- CDM Smith will provide ten sets of bidding documents for construction.
- CDM Smith will not advertise the project.
- No leachate collection system pumps or other equipment will be required. Leachate collection piping installed as part of this project will be interconnected with existing leachate collection system components.
- SFSWMA will provide geotechnical information for drainage material (basalt and glass cullet) prior to finalization of design.
- All blasting for rough grading, fine grading and compaction will have been completed in accordance with the CDM Smith design under the Phase I construction project. As such, additional blasting will not be required to complete the design activities.
- CDM Smith will perform CQA services during the Phase II Cell 5B/6B construction; however, the scope and fee for these services are not included herein and will be defined in a separate contract amendment.

Schedule

These services will be performed upon written notice to proceed (NTP) as directed by SFSWMA. Cell 5B/6B design will be completed within four months of NTP and bidding assistance services will be completed within two months of the bid date.



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Estimated Fee

CDM Smith is requesting compensation for these five tasks in accordance with the terms and conditions of the original contract (SFSWMA PO# 11128449-000-OP). The estimated cost for each of the additional services is summarized below. Detail regarding our cost estimate is provided in Attachment C.

Summary of Proposed Project Costs

Additional Service Task	Estimated Cost* (without NMGR)	Total Estimated Cost* (with 7.0% NMGR)
[NEW] Task 17: Cell 5B/6B Engineering Services During Construction		
Subtask 17.1: Blasting Permit Assistance	\$4,645	\$4,970
Subtask 17.2: Cell 5B/6B Construction – Phase I (Blasting) Construction Quality Assurance Services	\$67,349	\$72,063
Subtask 17.3: Seismic Monitoring	Estimated Costs for this Subtask are included in Subtask 17.2 Estimated Costs	
[NEW] Task 18: Additional Permitting Assistance		
Subtask 18.1: Noise Study	\$12,997	\$13,907
Subtask 18.2: NEPA Assistance	\$11,176	\$11,958
[REVISED] Task 13: Cell 5B/6B Design and Contractor Coordination Services		
Task 13B: Cell 5B/6B Construction – Phase II (Cell Completion) Design and Bidding Assistance Services	\$56,713	\$60,683
Total	\$152,880	\$163,581

*Estimated costs are based upon the revised 2013/2014 hourly billing rates (refer to Attachment A).

In summary, and based upon the proposed project scope, CDM Smith proposes a fee of \$152,880, which includes NMGR (\$10,702 at the current rate of 7 percent), to be billed on a not-to-exceed time and materials basis.

CDM Smith appreciates the opportunity to submit this proposal for the permit modification and renewal application development; and Cell 5B/6B design and contractor coordination for the Caja del Rio Landfill. If you have any questions, please contact us at (505) 243-3200.

Sincerely,

Paul A. Karas, CPG, CHMM
Associate, Client Service Manager
CDM Smith Inc.

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





Mr. Randall Kippenbrock, P.E.
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Attachments

Attachment A: Schedule of 2013/2014 Hourly Billing Rates

Attachment B: Seismic Monitoring Proposal, Aimone-Martin Associates, LLC

Attachment C: Proposed Cost Estimate Summary

cc: Kelly Collins, CDM Smith Project Manager
Danita Boettner, CDM Smith
Greg Larson, CDM Smith
Tom Parker, CDM Smith
File





SCHEDULE OF 2013/2014 HOURLY BILLING RATES

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

FIELD TECHNICIAN I	\$ 75.00
FIELD TECHNICIAN II	\$ 85.00
ENGR/SCI PROFESSIONAL I	\$ 90.00
ENGR/SCI PROFESSIONAL II	\$ 100.00
ENGR/SCI PROFESSIONAL III	\$ 110.00
ENGR/SCI PROFESSIONAL IV	\$ 125.00
ENGR/SCI PROFESSIONAL V	\$ 140.00
ENGR/SCI PROFESSIONAL VI	\$ 155.00
SENIOR ENGR/SCI/PROFESSIONAL	\$ 165.00
PRINCIPAL/ASSOCIATE/SR TECHNICAL SPECIALIST	\$ 195.00
SENIOR TECHNICAL CONSULTANT	\$ 200.00
CONTRACT OFFICER	\$ 200.00

PROFESSIONAL SUPPORT SERVICES

CLERICAL (ADMIN)	\$ 70.00
CONTRACT ADMIN/FINANCIAL	\$ 100.00
STAFF SUPPORT SERVICES (CADD DESIGNER)	\$ 105.00
SENIOR SUPPORT SERVICES (CADD DESIGNER)	\$ 125.00

Notes:

- (1) Subconsultants and subcontractors will be invoiced at cost plus 10% unless otherwise stipulated in writing.
- (2) Other direct expenses (e.g., travel, postage, equipment, supplies) will be invoiced at cost.
- (3) Mileage will be billed at a rate of \$0.565/mile.
- (4) CDM Smith reserves the right to propose revised rates annually.

Aimone-Martin Associates, LLC
Corporate: 1005 Bullock Avenue Socorro, New Mexico 87801
Hawaii Office: 112 Waiaka St #303 Kihel, HI 96753
New York/New Jersey Office: 37 W 14th St Bayonne, NJ 07002
phone (575) 838-2229 • fax (575) 835-3863 • cell: (505) 980-9949 • toll free (877) 750-2229
e-mail cathy@aimonemartin.com • Website: www.aimonemartin.com
Aimone-Martin Associates, LLC is DBE Certified with the New Mexico Unified Certification Program (NMUCP) and
NMDOT DBE Program, Certificate No. 08-11-305

Cost Estimate

Submitted to:

Kerrie Greenfelder, P.E.
 CDM Smith
 6000 Uptown Boulevard NE, Suite 200
 Albuquerque, NM 87110
 505.243.3200
 505.206.0800
 greenfelderkl@cdmsmith.com

Date: March 28, 2013

Project: Caja del Rio Landfill
 Cell 5B/6B

Item	Description	No.	Unit	Total Amount
1	ON-SITE VIBRATION MONITORING: Attenuation Modeling			
1.1	Vibration Monitoring using multiple seismographs for first two test blasts	2	\$1,800	\$3,600.00
	Multiple seismographs placed in a linear array to develop site attenuation models for ground vibration and air overpressure properties, analysis and report; to be used by blasting company for blast design and off-site vibration control			
1.2	Mileage - 340 mi RT, 2 trips	680	\$0.55	\$374.00
2	REMOTE VIBRATION MONITORING AND REPORTING - two (2) units			
2.1	Telemetry-based seismograph rental - monthly, 2 units for three months	2	\$400	\$2,400.00
	Two telemetry-enabled seismographs; one placed on-site at landfill property perimeter in the direction of off-site structures; one placed at the closest off-site property of a cooperating property owner			
2.2	Monitoring & reporting - lump sum for each blast day, 30 blasts estimated	30	\$400	\$12,000.00
	Vibration and air overpressure remote monitoring of daily blasting, download and reporting; blaster must supply blast details within 24 hrs of blast(s) to include charge weight per delay and GPS of blast			
2.3	Initial Installation and removal of equipment - two trips, lump sum	2	\$500	\$1,000.00
3	AD HOC CONSULTING - TBD			
3.1	Dr. Aimone-Martin - blast consulting services as needed		\$250	
3.2	Vibration Engineer - as needed		\$150	
3.4	Travel expenses - as needed			
	Services include responding to complaints, performing structure surveys and reports, moving seismographs			
4	ADMINISTRATION			
			12%	\$2,324.88
			TOTAL ESTIMATE	\$21,698.88

Terms and Conditions:

All TBD (to be determined) costs are additional to this cost estimate.
 As of January 1, 2013, New Mexico gross receipts taxes for construction projects will no longer be collected by Aimone-Martin Associates, LLC. A non-taxation certificate, type 6, must be supplied to Aimone-Martin Associates, LLC by the CDM Smith to proceed with his work.
 Payment is due 30 days of invoice receipt and is past due fifteen (15) days thereafter. A finance charge of 1.5% per month on the unpaid amount of this invoice will be charged on past due accounts after 15 days.

Catherine P. Aimone-Martin

3/28/2013

Dr. Catherine Aimone-Martin
 President

Date

SFSWMA: Caja del Rio Landfill Permit Modification and Renewal; Cell 5B/6B Design and Contractor Coordination Services - Amendment 2

Labor

Category:	Client Service	Project Manager	Deputy Manager	Project Manager	Staff Engineer	Staff Engineer	Staff Engineer	Staff Engineer	Sr. Tech Review	Senior Support	Designer/ Drafter	Contract Admin	Clerical			Total Hours	Total Labor Costs
Hourly Rate:	Karas \$200.00	Collins \$200.00	Boettner \$125.00	Greenfelder \$165.00	Teramoto \$125.00	Jims \$100.00	Larson \$100.00	Tullos \$110.00	Gabel \$195.00	Horton \$125.00	Dask \$105.00	Hilland \$100.00	Fitch \$70.00				
Subtask 17.2: Cell 5B/6B Construction - Phase I (Blasting) CQA Services and Subtask 17.3: Seismic Monitoring	8	13	0	92	0	0	102	0	16	0	16	3	36	286		\$36,286	
Vibration monitoring	1			6			6		13		0		0	13		\$1,730	
Submittal reviews, RFIs, etc.	1			6			40		10				20	76		\$8,280	
Meetings (1 kick-off/pre-con, 3 monthly insp, 1 final walk)	5	5		20			40						8	78		\$9,660	
Post-blast survey for as-builts				8			6							16		\$2,040	
As-built prep				4			6				10			26		\$3,100	
Project Management	2	8		48					6			3	8	75		\$11,470	
Task 13B: Cell 5B/6B Construction - Phase II (Cell Completion)																	
Design and Bidding Assistance Services	8	8	0	112	0	48	108	0	24	0	80	16	36	448		\$53,360	
Cell 5B/6B Project Meetings/Project Management	8	8		40					8			16	8	88		\$13,120	
Design Development				32		20	60		10		80		2	204		\$23,450	
Contract Documents and Technical Specifications				24		20	30		4				20	98		\$10,900	
Opinion of Probable Cost Estimates				6		2	8		2				2	20		\$2,460	
Contractor Coordination				10		6	10						4	30		\$3,430	
Subtask 17.1: Blasting Permit Assistance	1	16	0	0	0	0	0	0	0	0	4	0	8	29		\$4,389	
Meetings		6												6		\$1,200	
Application preparation	1	10											8	23		\$3,180	
Subtask 18.2: NEPA Assistance	4	22	0	0	0	40	10	0	0	0	8	0	0	84		\$11,046	
Compile data/information		2				40	10				8			60		\$6,240	
Review draft NEPA document	4	20												24		\$4,800	
Subtask 18.1: Noise Study	1	2	0	0	72	0	6	0	8	0	4	0	4	88		\$11,278	
Field Measurements		1			40									41		\$5,200	
Noise Report	1	1			32				5		4		4	47		\$6,075	
Total Hours:	22	61	0	204	72	68	220	0	45	0	112	19	64	927			
Cost:	\$4,400	\$12,200	\$0	\$31,620	\$9,000	\$8,800	\$22,000	\$0	\$8,775	\$0	\$11,760	\$1,900	\$5,880			\$116,335	

SFSWMA: Caja del Rio Landfill Permit Modification and Renewal: Cell 5B/6B Design and Contractor Coordination Services - Amendment 2

Other Direct Costs	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	242
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	Air Travel	Copies No.	Business Repro	Postage For Shipping	Tele- phone Incidentals	Logging Rental	Message (125 ml RT)	
Units: Unit Cost:	Dollars \$1.00	\$0.08	Dollars \$1.00	Dollars \$1.00	Days \$50.00	Days \$100.00	Miles \$0.66	Total
Subtask 17.2: Cell 6B/8B Construction - Phase I (Blasting) CQA Services and Subtask 17.3: Seismic Monitoring	0	1750	85	300	16	0	750	\$1,680
Vibration monitoring		50		50				\$54
Submittal reviews, RFIs, etc.		1000	10	50				\$140
Meetings (1 kick-off-pre-con, 3 monthly insp, 1 final walk)		100	10	50	12		625	\$1,021
Post-blast survey for air-balls		50	15	50				\$69
Air-ball prep.		50	50	50				\$104
Project Management		500		50	3	0	125	\$311
Task 13B: Cell 6B/8B Construction - Phase II (Cell Completion)								
Design and Bidding Assistance Services	0	8950	650	615	4	0	375	\$2,363
Cell 6B/8B Pre-con Meeting/Project Management		200	100	100	2		125	\$325
Design Development		500	500	500				\$1,400
Contract Documents and Technical Specifications		500						\$4
Opinion of Probable Cost Estimates		50			2			\$4
Contractor Coordination		200	150	15			250	\$422
Subtask 17.1: Blasting Permit Assistance	0	1600	100	10	8	0	0	\$190
Meetings		1000	100	10				\$190
Application preparation		500	25	10				\$75
Subtask 18.2: NEPA Assistance	0	250	25	20	0	0	125	\$158
Complete declassification		200	25	10				\$51
Review draft NEPA document		50	25	10	0		125	\$85
Subtask 18.1: Noise Study	800	600	200	20	3	3	375	\$1,722
Field Measurements	800		200	10	3	3	375	\$1,672
Noise Report		500		10				\$50
Total Units:	800	9950	1265	975	22	3	1625	\$6,174
Cost:	\$800.00	\$796	\$1,265	\$975	\$1,100	\$300	\$918	

SFSWMA: Caja del Río Landfill Permit Modification and Renewal; Cell 5B/6B Design and Contractor Coordination Services - Amendment 2

Subconsultants

	Units:	L. Komer	Survey	Translation	Kleinfield	CCI	AMA	Total
Unit Cost:	Dollars	Dollars	Dollars	Dollars	Dollars	Dollars	Dollars	
	\$1.10	\$1.10	\$1.10	\$1.10	\$1.00	\$1.10		
Subtask 17.2: Cell 5B/6B Construction - Phase I (Blasting) CQA Services and Subtask 17.3: Seismic Monitoring	0	5000	0	0	0	21700		\$28,370
Vibration monitoring						21700		\$23,870
Submittal reviews, RFIs, etc.								\$0
Meetings (1 kick-off/pre-con, 3 monthly insp, 1 final walk)								\$0
Post-blast survey for as-builts		5000						\$5,500
As-built prep								\$0
Project Management								\$0
Task 13B: Cell 5B/6B Construction - Phase II (Cell Completion) Design and Bidding Assistance Services	0	0	0	0	1000	0		\$1,000
Cell 5B/6B Project Meetings/Project Management								\$0
Design Development								\$0
Contract Documents and Technical Specifications								\$0
Option of Probable Cost Estimates					1000			\$1,000
Contractor Coordination								\$0
Subtask 17.1: Blasting Permit Assistance	0	0	0	0	0	0		\$0
Meetings								\$0
Application preparation								\$0
Subtask 18.2: NEPA Assistance	0	0	0	0	0	0		\$0
Compile data/information								\$0
Review draft NEPA document								\$0
Subtask 18.1: Noise Study	0	0	0	0	0	0		\$0
Field Measurements								\$0
Noise Report								\$0
Total Units:	0	5000	0	0	1000	21700		
Cost:	\$0.00	\$5,500.00	\$0.00	\$0.00	\$1,000.00	\$23,870.00		\$30,370

SFSWMA: Caja del Río Landfill Permit Modification and Renewal; Cell 5B/6B Design and Contractor Coordination

Total Costs

	Estimated Manhours	Labor	Other Direct Costs	Sub-Consult Costs	Total Project Cost
Subtask 17.2: Cell 5B/6B Construction - Phase I (Blasting) CQA Services and Subtask 17.3: Seismic Monitoring	285	\$36,280	\$1,699	\$25,370	\$67,249
Vibration monitoring	13	\$1,730	\$54	\$23,870	\$25,654
Submittal reviews, RFIs, etc.	75	\$9,290	\$140	\$0	\$9,430
Meetings (1 kick-off/pre-con, 3 monthly insp, 1 final walk)	75	\$9,660	\$1,021	\$0	\$10,681
Post-blast survey for as-builts	16	\$2,040	\$89	\$5,500	\$7,609
As-built prep	28	\$3,100	\$104	\$0	\$3,204
Project Management	75	\$11,470	\$311	\$0	\$11,781
Task 13B: Cell 5B/6B Construction - Phase II (Cell Completion) Design and Bidding Assistance Services	440	\$53,360	\$2,363	\$1,000	\$56,713
Cell 5B/6B Project Meetings/Project Management	88	\$13,120	\$367	\$0	\$13,507
Design Development	204	\$23,450	\$140	\$0	\$23,590
Contract Documents and Technical Specifications	98	\$10,800	\$1,400	\$0	\$12,300
Option of Probable Cost Estimates	20	\$2,460	\$4	\$1,000	\$3,464
Contractor Coordination	30	\$3,430	\$422	\$0	\$3,852
Subtask 17.1: Blasting Permit Assistance	29	\$4,280	\$266	\$0	\$4,546
Meetings	6	\$1,200	\$190	\$0	\$1,390
Application preparation	23	\$3,180	\$75	\$0	\$3,255
Subtask 18.2: NEPA Assistance	84	\$11,040	\$138	\$0	\$11,178
Compile data/information	80	\$9,240	\$51	\$0	\$9,291
Review draft NEPA document	24	\$4,800	\$85	\$0	\$4,885
Subtask 18.1: Noise Study	88	\$11,275	\$1,722	\$0	\$12,997
Field Measurements	41	\$5,200	\$1,872	\$0	\$7,072
Noise Report	47	\$6,075	\$50	\$0	\$6,125
Subtotal	927	\$163,358	\$174,125	\$30,370	\$163,279
NMGRY (7 percent)	927	\$6,143	\$432	\$2,128	\$16,703
Total Cost	927	\$124,478	\$6,606	\$32,496	\$163,581

ATTACHMENT

Professional Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
(Landfill Permitting - 2012)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated February 23, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and CDM Smith Inc. (the "Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, the Contractor has agreed to provide engineering design and permitting services to the Agency.

Pursuant to Article 17, Amendment of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the Contractor agree as follows:

1. TERM AND EFFECTIVE DATE

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

- A. This Agreement shall be effective when signed by the Agency and shall terminate on January 24, 2014, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four

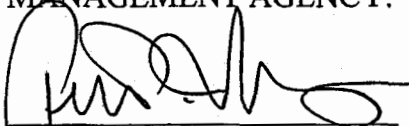
years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

2. **AGREEMENT IN FULL FORCE**

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

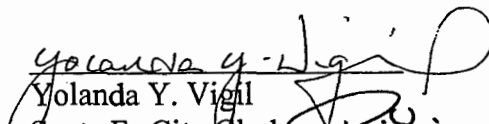
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No.1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:


Peter Ives
Vice-Chairperson

1-24-13
Date:

ATTEST:

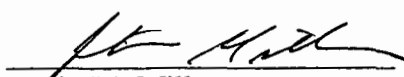

Yolanda Y. Vigil
Santa Fe City Clerk

CDM SMITH INC.:


Paul A. Karas
Associate, Client Service Manager

1/28/13
Date:

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

1/24/13
Date:

ATTACHMENT

Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Landfill Permitting - 2012)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and CDM Smith Inc. of Albuquerque, NM (the "Contractor") for Engineering Design and Permitting Services for Permit Renewal, Permit Modification, Landfill Vertical and Lateral Expansion, and Cell 5B/6B Design and Construction Quality Assurance for the Caja del Rio Landfill (RFP No. '12/06/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The 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 Five Hundred Ninety Thousand Four Hundred Fifty-Five Dollars and No Cents (\$590,455.00).

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 February 23, 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 unless that information becomes public through no fault of CDM Smith, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

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 professional liability insurance of \$2,000,000 for each claim, comprehensive general liability insurance of \$2,000,000 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 also 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 and hold harmless 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

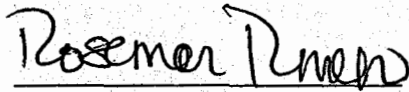
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. Paul A. Karas, CPG, CHMM
Associate, Client Service Manager
CDM Smith Inc.
6000 Uptown Blvd NE, Suite 200
Albuquerque, NM 87110

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

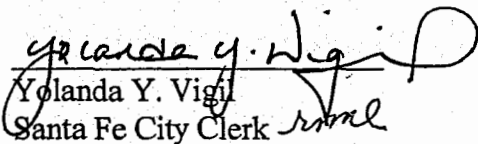
SANTA FE SOLID WASTE
MANAGEMENT AGENCY:



Rosemary Romero
Chairperson

2/23/12
Date:

ATTEST:


Yolanda Y. Vigil
Santa Fe City Clerk

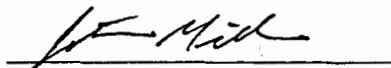
CDM SMITH INC.:



Paul A. Karas
Associate, Client Service Manager

2/27/12
Date:

APPROVED AS TO FORM:



Justin W. Miller
Agency Attorney

2/23/12
Date:

EXHIBIT A

CDM Smith

**Scope of Work
(Tasks 1 through 13)
for
Engineering Design and Permitting
for
Caja del Rio Landfill**

RFP #12/06/P



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

February 15, 2012

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

Re: Caja del Rio Landfill Permit Modification and Renewal
Cell 5B/6B Design and Contractor Coordination Services
REVISED Scope of Services and Estimated Engineering Cost
SFSWMA RFP No. '12/06/P

Dear Mr. Kippenbrock,

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this revised proposed scope, schedule, and fee for the development of the permit modification and renewal; and Cell 5B/6B design and contractor coordination for the Caja del Rio Landfill. Outlined within these proposal documents is our understanding of the scope of work, assumptions, proposed schedule, estimated fee, and contracting details, based on the referenced Request for Proposals (RFP), our knowledge of the Caja del Rio Landfill, discussions with landfill management, and our understanding of the New Mexico Solid Waste Management Regulations.

This proposal replaces the scope of services and estimated engineering cost submitted to SFSWMA in two separate proposals on February 3, 2012 and again in a single proposal on February 10, 2012. At the direction of SFSWMA, certain elements of the RFP scope of services have been removed from the current proposal to be authorized later under separate scope and fee proposal(s) under the same contract. Specifically, costs for the "Public Notification of Permit Modification and Renewal Application Submittal," "Address NMED Comments," "Final Permit Application Submittal," and "Cell 5B/6B Engineering Services During Construction" tasks are not included in the current proposal.

The proposed scope of services is provided as Attachment 1 and the proposed fee proposal is provided as Attachment 2. Our schedule of hourly billing rates for the project is included as Attachment 3.

These services will be performed upon written notice to proceed as directed by SFSWMA. Assuming notice to proceed is received by March 15, 2012, all components required for the submittal of the permit modification and renewal application to the NMED SWB will be completed by June 30, 2013, unless approved otherwise by SFSWMA. The NMED comments as described in Task 15 will be





Mr. Randall Kippenbrock
February 15, 2012

Page 2

addressed by June 30, 2014 (under a separate authorization). This will allow adequate time for a subsequent round of comments to be addressed prior to the permit expiration date.

Cell 5B/6B design will be completed by July 31, 2012 and will provide contractor coordination through August 31, 2012. This will allow adequate time for the SFSWMA to obtain the funds necessary to complete the construction of Cell 5B/6B in 2013.

ESTIMATED FEE

The following is a summary of the engineering fee required to perform this work. A detailed estimate has been attached (refer to Attachment 2). Hourly billing rates valid for one year from contract execution are included in Attachment 3.

Summary of Proposed Project Costs

Task Description	Subtotal Cost	NMGRT ¹ (7 percent)	Total Project Cost
Task 1: Permit Application Project Meetings/Workshops and Project Management	\$60,160	\$4,211	\$64,371
Task 2: Supplemental Surveying/Mapping	\$29,271	\$2,049	\$31,320
Task 3: Site Masterplan and Implementation Schedule	\$27,415	\$1,919	\$29,334
Task 4: Vulnerable Area Assessment & Community Meeting	\$32,255	\$2,258	\$34,513
Task 5: Environmental and Traffic Study Updates	\$9,690	\$678	\$10,368
Task 6: Miscellaneous Figures and Attachments	\$22,910	\$1,604	\$24,514
Task 7: Permit Drawings	\$67,940	\$4,756	\$72,696
Task 8: Engineering Calculations & Compatibility Information	\$38,535	\$2,697	\$41,232
Task 9: Operational Plans	\$92,275	\$6,459	\$98,734
Task 10: HELP Model Analysis [Update]	\$16,380	\$1,147	\$17,527
Task 11: Financial Assurance	\$5,180	\$363	\$5,543
Task 12: Permit Preparation and Submission to NMED	\$73,770	\$5,164	\$78,934
Task 13: Cell 5B/6B Design and Contractor Coordination	\$76,046	\$5,323	\$81,369
Task 14 (FUTURE): Public Notification of Permit Modification and Renewal Application Submittal	\$0	\$0	\$0
Task 15 (FUTURE): Address NMED Comments	\$0	\$0	\$0
Task 16 (FUTURE): Final Permit Application Submittal	\$0	\$0	\$0
Task 17 (FUTURE): Cell 5B/6B Engineering Services During Construction	\$0	\$0	\$0
Total Project Cost	\$551,827	\$38,628	\$590,455

Note 1: NMGRT will be invoiced at the current rate in effect at the time of invoicing.



Mr. Randall Kippenbrock
February 15, 2012

Page 3

In summary, and based upon the proposed project scope, CDM Smith proposes a fee of \$590,455, which includes NMGR (T\$38,628 at the current rate of 7 percent), to be billed on a not-to-exceed time and materials basis.

CDM Smith appreciates the opportunity to submit this proposal for the permit modification and renewal application development; and Cell 5B/6B design and contractor coordination for the Caja del Rio Landfill. If you have any questions, please contact us at (505) 243-3200.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas D. Parker".

Thomas D. Parker, P.E.
Associate, Project Manager
CDM Smith Inc.

A handwritten signature in black ink, appearing to read "Paul A. Karas".

Paul A. Karas, CPG, CHMM
Associate, Client Service Manager
CDM Smith Inc.

Attachments

cc: Danita Boettner, PE, CDM Smith
Kerrie Greenfelder, PE, CDM Smith

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: April 13, 2013
Subject: Request for Approval of Resolution 2013-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

BACKGROUND AND SUMMARY:

On January 24, 2013, the Board approved Resolution 2013-1, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency, a part of the requirements under the Open Meetings Act. Subsequently, the 2013 New Mexico Legislature amended certain provisions of the Open Meetings Act, which includes the following:

- the agendas of all meetings shall be made available at least 72 hours before the meetings, except in the case of an emergency;
- within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency; and
- the effective date of the amended Act, June 14, 2013.

The proposed resolution includes the following:

- the above-mentioned requirements;
- added the Agency's website to the list of locations where the public may obtain a copy of the agenda;
- changed Santa Fe County Courthouse to Santa Fe County Administration Building; and
- minor editing to provide clarification.

ACTION REQUESTED:

Staff recommends approval of Resolution 2013-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.

Attachments: Resolution 2013-____, A Resolution Determining Reasonable Notice for Public Meetings of the Santa Fe Solid Waste Management Agency.
Strikeout/Underline Version of Resolution 2013-1.

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ATTACHMENT

Resolution 2013-_____

A Resolution Determining Reasonable Notice for Public Meetings of the
Santa Fe Solid Waste Management Agency.

**SANTA FE SOLID WASTE
MANAGEMENT AGENCY**

RESOLUTION NO. 2013-_____

**A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC
MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY**

WHEREAS, NMSA 1978, § 10-15-1 *et. seq.*, as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or taking any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body; and

WHEREAS, the New Mexico Legislature has amended certain provisions of the Open Meetings Act and the Santa Fe Solid Waste Management Agency desires to revise its Open Meetings Act resolution to ensure compliance with the amended version of the Act before the amendments go into effect on June 14, 2013.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE
MANAGEMENT AGENCY THAT:**

1. Regular, Special and Emergency Meetings shall be held as follows:
 - a. Regular Meetings: Regular meetings of the Santa Fe Solid Waste Management Agency (the "Agency") shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the members of the Agency held for the purpose of taking any action within the authority of the Agency. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Building and the Santa Fe City Clerk's Office at least seven (7) days prior to the public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
 - b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Building and Santa Fe City Clerk's office at least seventy-two (72) hours prior to the public meeting. Notice of meetings shall be provided to broadcast stations

licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Administration Building and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.
- d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda shall be made available at the Santa Fe County Administration Building, 102 Grant Avenue, and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe,

New Mexico, and shall be posted on the Agency's website at www.sfswwa.org.

Board members shall have the right to have matters placed on the agenda at their request.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Administration Building or City Hall. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.
3. **BE IT FURTHER RESOLVED**, that a member of the Board may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.
4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

PASSED, APPROVED, AND ADOPTED this ____th day of April, 2013.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

Approved by:

Peter Ives
Chairperson

Attest:

Yolanda Y. Vigil
Santa Fe City Clerk

Approved as to form:

Justin W. Miller
Agency Attorney

ATTACHMENT

Strikeout/Underline Version of Resolution 2013-1

SANTA FE SOLID WASTE MANAGEMENT AGENCY

RESOLUTION NO. 2013-4_____

A RESOLUTION DETERMINING REASONABLE NOTICE FOR PUBLIC MEETINGS OF THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

WHEREAS, NMSA 1978, § 10-15-1 *et. seq.*, as amended, known as the Open Meetings Act, provides in part that the formulation of public policy or the conduct of business by vote shall not be conducted in closed meetings, and that all meetings of a quorum of members of any board, commission, or other policy-making body of any agency or authority of any county, municipality, district or any political subdivision, held for the purpose of formulating public policy, including the development of personnel policy, rules, regulations, or ordinances, discussion of public business or ~~for the purpose of taking~~ any action within the authority or the delegated authority of any board are declared to be public meetings open to the public at all times, except as otherwise provided in the constitution of New Mexico or the Open Meetings Act; and

WHEREAS, the Open Meetings Act further provides that any meetings at which the discussion or adoption of any proposed resolution, rule, regulation or formal action occurs, and at which a majority or quorum of the body is in attendance, and any closed meeting shall be held only after reasonable notice to the public of its meetings as required by the Open Meetings Act and that the affected body shall determine at least annually in a public meeting what notice for a public meeting is reasonable when applied to that body; and

WHEREAS, the New Mexico Legislature has amended certain provisions of the Open Meetings Act and the Santa Fe Solid Waste Management Agency desires to revise its Open Meetings Act resolution to ensure compliance with the amended version of the Act before the

amendments go into effect on June 14, 2013.

**NOW, THEREFORE, BE IT RESOLVED BY THE SANTA FE SOLID WASTE
MANAGEMENT AGENCY THAT:**

1. Regular, Special and Emergency Meetings shall be held as follows:
 - a. Regular Meetings: Regular meetings of the Santa Fe Solid Waste Management Agency (the "Agency") shall be held as determined by the Agency, and notice to the public of any and all regular meetings shall be given at least seven (7) days in advance of any meeting of a quorum of the members of the Agency held for the purpose of taking any action within the authority of the Agency. A notice shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse Administration Building and the Santa Fe City Clerk's Office at least seven (7) days prior to the public meeting, and notice shall be published in a newspaper of general circulation at least seven (7) days before such a meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.
 - b. Special Meetings: Special meetings may be scheduled by the Chairperson or by a majority of the Santa Fe Solid Waste Management Agency Joint Powers Board (the "Board") at such time and place as in the opinion of the Chairperson or a majority of the Board a special meeting should take place to consider and take action on public business. Notice of such special meetings shall be posted in a

conspicuous and appropriate place at the Santa Fe County Courthouse Administration Building and Santa Fe City Clerk's office at least seventy-two (72) hours ~~three (3) days~~ prior to the public meeting. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communications Commission and newspapers of general circulation that have made a written request for such notices.

- c. Emergency Meeting: Emergency meetings may be scheduled by the Chairperson or by a majority of the Board to consider any matter which could not have been anticipated and which threatens the health, welfare or safety of the citizens of Santa Fe County if not addressed immediately by the Agency. Emergency meetings may be conducted at a time and place designated by the Chairperson or by a majority of the Board, and notice of such meetings shall be posted in a conspicuous and appropriate place at the Santa Fe County Courthouse Administration Building and Santa Fe City Clerk's office at least twenty-four (24) hours prior to the emergency meeting, if possible. If twenty-four (24) hours advance notice cannot be given, notice shall be posted as soon as possible under the circumstances. Notice of meetings shall be provided to broadcast stations licensed by the Federal Communication Commission and newspapers of general circulation that have made a written request for notices. Within ten (10) days of taking action on an emergency matter, the Agency shall report to the attorney general's office the action taken and the circumstances creating the emergency.

d. Agendas: Any notice for meetings of the Board shall include an agenda containing a list of specific items of business to be discussed or transacted at the meeting, or information on how the public may obtain a copy of an agenda. At least seventy-two (72) hours before a regular or special meeting the agenda ~~Proposed agendas of all meetings shall be made available before the meetings at the Santa Fe County Administration Building office to the Santa Fe County Manager, 102 Grant Avenue, and the Santa Fe City Clerk's Office, 200 Lincoln Avenue, Santa Fe, New Mexico, and shall be posted on the Agency's website at www.sfswma.org.~~ Board members shall have the right to have matters placed on the agenda at their request.

2. **BE IT FURTHER RESOLVED**, that the Agency may recess and reconvene a meeting to a later day if, prior to recessing, the Agency specifies the date, time and place for continuation of the meeting, and immediately following the recessed meeting posts notice of the date, time and place of the reconvened meeting on or near the door of the place where the original meeting was held and on the public bulletin board at the Santa Fe County Courthouse Administration Building or City Hall. Only matters appearing on the agenda of the original meeting may be discussed at the reconvened meeting.

3. **BE IT FURTHER RESOLVED**, that a member of the Board may participate in a meeting of the public body by means of a conference telephone or other similar communications equipment when it is otherwise difficult or impossible for the member to attend the meeting in person, provided that each member participating by conference telephone can be identified when speaking, all participants are able to hear each other at

the same time, and members of the public attending the meeting are able to hear any member of the public body who speaks during the meeting.

4. **BE IT FURTHER RESOLVED**, that notwithstanding any provision contained herein, the Agency may establish such additional notice requirements as may be deemed necessary and advisable.

PASSED, APPROVED, AND ADOPTED this 24th-th day of JanuaryApril, 2013.

SANTA FE SOLID WASTE MANAGEMENT AGENCY

Approved by:

Peter Ives,
Chairperson ~~Vice Chair~~

Attest:

Yolanda Y. Vigil
Santa Fe City Clerk

Approved as to form:

Justin W. Miller
Agency Attorney

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: April 14, 2013
Subject: Request for Approval of Fiscal Year 2013-14 Budget

On March 21, 2013, the Board postponed action on the proposed Santa Fe Solid Waste Management Agency operating budget for Fiscal Year 13-14 (FY-14) until the next JPB meeting on April 18. This memorandum outlines numerous revisions made to the proposed budget and reiterates others that were discussed during the March meeting.

The revised summary sheet for the proposed FY-14 budget shows the operating budget being relative flat compared to the FY-13 budget (\$7,171,666 to \$7,173,183 respectively). The proposed budget also shows projected revenues of \$7,173,400, an overall decrease of \$86,600.

The proposed budget contains a cost of living adjustment (COLA) of 2.1% (\$45,512) and a merit pay increase based on an evaluation system which averages to a 2% salary increase (\$44,255). The structures of the COLA and merit pay are specified in Article 26 of the Agreement between the Agency and AFSMCE Local 3999. The term of the Agreement is November 18, 2012 through June 30, 2012. However, the Agreement was mutually extended by both parties on August 8, 2012, and continues to be in effect until negotiations are complete and the Board approves a new agreement. The Appropriations Clause in Article 38 of the Agreement states the terms of the Agreement are contingent upon sufficient appropriations and authorizations by the Board. It also states that if the Board does not authorize the appropriations such as COLA and merit pay then the Agency must provide written notice to AFSCME, which the appropriations are then subject to immediate re-negotiation by the parties, upon written request by either party.

The same COLA and merit pay increases are also proposed for the nine non-union positions including the Executive Director. The Agency's Personnel Policy Manual contains COLA and merit pay for employees, which are subject to the Board's approval of the budget

The COLA is calculated as a percentage change in the consumer price index (CPI) as computed by the U.S. Department of Labor – Bureau of Labor Statistics using the *Consumer Price Index for Urban Wage Earnings and Clerical Workers for the West Urban Area for All Items*. Specifically, the CPI is calculated using the annual rate of the previous calendar year for the upcoming budget (i.e., calendar year 2012 for FY-14 budget). Similarly, the COLA is applied to the Compensation Pay Plan by adjusting the ranges of each pay grade accordingly.

The merit pay is based on performance evaluations ranging from 0 to 4 percent pay increase.

The following table breaks down the COLA and merit pay categories by union and non-union employees.

Employees	COLA	Merit Pay
Union (32)	\$29,190	\$28,384
Non-Union (9)	\$16,322	\$15,871
Total (41)	\$45,512	\$44,255

The proposed budget includes a \$20,789 increase for retirement. The New Mexico PERA (Public Employee's Retirement Act) retirement system was reformed by the 2013 New Mexico Legislature. The employee contribution rate will increase 1.5% for employees that earn \$20,000 or more in annual salary (hourly rate = \$9.62), effective July 1, 2013. The Agency follows the City of Santa Fe's PERA retirement plan for classified and except municipal employees. Currently, seventy-five (75) percent of the employee's contribution (9.8625% of 13.15%) is contributed by the employer on behalf of the employee. Utilizing the same contribution rate by the employer, the Agency anticipates that 1.125% (75 percent of 1.5% increase) will be contributed by the employer.

The proposed budget includes a \$6,044 increase in employer's share for dental insurance.

The proposed budget contains a 7.8% increase for employer's share of the employee health insurance.

The proposed budget includes a \$36,250 increase for reimbursement share of rock sales to BLM. BLM increased the royalty payment from \$0.69 per ton to \$0.95 per ton, effective April 2013. The projected revenue from the sale of rock (royalty) at the landfill is \$112,500,

The proposed budget includes \$80,000 for temporary part-time employees.

The proposed budget provides an increase for services to other city departments based on the City of Santa Fe's cost allocation.

The proposed budget includes a \$29,747 increase in intra-fund transfers from \$1,000,000 to \$1,029,747 to the five reserves: equipment replacement, gas collection system, closure/post closure, cell development and landfill permitting.

The proposed budget includes \$2,000,000 for cell construction related activities such as subgrade preparation, liner installation, and drainage and protective cover installation for all of Cell 5B and a portion of Cell 6B.

The proposed budget includes a debt services payment of \$414,140 (principal and interest) on a five-year loan obtained from the NMED for the Cell 4B construction project in 2008. The loan is scheduled to retire in January 2014.

The proposed budget shows a landfill compactor (replacement) to be funded from the Equipment Replacement reserve for \$1,000,000.

The proposed budget shows one new position – Environmental, Health, Safety & Training Administrator. The requested salary and benefits for the position, at the mid-pay range of \$34.39, is \$107,352.

On a final note, effective July 1, 2014, the employer's PERA contribution is expected to increase 0.4%.

The proposed budget for FY-14 is now before for the Board for consideration and approval along with or without amendments to the proposed budget.

Attachments: Revised Summary Sheet for Proposed FY-14 Budget
Budget Packet Presented at the March 21, 2013 JPB Meeting

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ATTACHMENT

Revised Summary Sheet for Proposed FY-14 Budget

SANTA FE SOLID WASTE MANAGEMENT AGENCY

		FY 2012/2013 BUDGET APPROVED JPB	FY 2013/2014 BUDGET PROPOSED JPB
LANDFILL OPERATING BUDGET-(52501)			
Object Account	Description		
500200	Exempt Full-Time	\$ 107,616.00	\$ 110,427.00
500350	Classified Full-Time	789,974.00	810,211.00
500800	Temporary Part-Time	80,000.00	80,000.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	70,853.00	72,663.00
503150	Retirement (PERA) (.75% of 1.5%=1.125%)	171,339.00	185,392.00
503200	Employee Health Ins (7.8% increase)	245,214.00	245,214.00
503250	Retiree Health Care	16,509.00	18,413.00
503250	Unemployment	3,515.00	3,839.00
503350	Workers' Comp	19,802.00	21,895.00
503400	City Share Dental Insurance (30% increase)	10,520.00	14,307.00
	COLA 2.1%	34,500.00	24,874.00
	MERIT 2%	23,500.00	24,188.00
	Retirement (PERA) (.75% of 1.5%=1.125%)	-	395.00
	Expansion Position	-	107,352.00
510200	Legal Contract	35,300.00	35,300.00
510250	Compliance Contracts	2,300.00	2,300.00
510300	Professional Contracts	611,275.00	567,875.00
510600	Reim Share of Sales (BLM)	35,000.00	71,250.00
513950	Gas	30,000.00	30,000.00
514000	Water	25,000.00	25,000.00
514050	Electric	50,000.00	50,000.00
514100	Communication	30,000.00	30,000.00
520100	Rep and Maint Build/Struct	15,000.00	15,000.00
520200	Rep & Maint Grounds/Rd	10,000.00	10,000.00
520300	Rep & Maint Furn/Fix/Equip	4,000.00	4,000.00
520400	Rep & Maint Machin & Equip	300,000.00	300,000.00
520500	Rep & Maint Vehicles	11,000.00	11,000.00
530100	Office Supplies	15,000.00	15,000.00
530200	Operating Supplies	30,000.00	30,000.00
530300	Safety Supplies	14,000.00	14,000.00
530400	Food	1,000.00	1,000.00
530500	Uniform, Clothing, Linen	13,000.00	13,000.00
530600	Software	5,000.00	5,000.00
530700	Books/Subscrip/Periodicals	500.00	500.00
530850	Auto Parts	10,000.00	12,000.00
530900	Tires	10,000.00	8,000.00
531000	Gasoline	30,000.00	30,000.00
531050	Diesel	320,000.00	320,000.00
555250	Gen Liab Dept Assessment	31,976.00	31,976.00
555260	Benefits Dept. Assess (247/EE*42)	10,374.00	10,374.00
555300	Gen Liab-Third Party Admin	65,000.00	65,000.00
555400	Bond Expense	150.00	1,000.00
560200	Out of State	2,000.00	2,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	2,000.00	2,000.00
560550	In State	2,000.00	2,000.00
560700	Registration	3,000.00	3,000.00
561000	Postage and Mail Service	2,000.00	2,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561400	Gross Receipt Taxes	315,000.00	315,000.00
561750	Bank Charges & Fees	3,000.00	7,600.00
561800	Print/Publish	8,000.00	8,000.00
561850	Advertising	5,500.00	5,500.00
561900	Dues	5,000.00	5,000.00
562600	Equipment/Machinery Rental	2,500.00	5,000.00
563100	Svcs of other City Depts	81,624.00	108,640.00
	Total Operating Expenses	3,756,041.00	3,929,685.00
590100	Debt Service Principal	601,864.00	402,078.00
590200	Debt Service Interest	30,372.00	12,062.00
	Total Debt Service Expense	632,236.00	414,140.00
Intra-Fund Transfers Out:			
52502	Equipment Replacement	750,000.00	500,000.00
52503	Gas Collection System	125,000.00	150,000.00
52507/52510	Cell Development	125,000.00	129,747.00
52509	Closure Post Closure	-	-
52521	Landfill Permitting	-	250,000.00
	Total Intra-Fund Transfers Out	1,000,000.00	1,029,747.00
	Total Landfill Operations Budget	\$ 5,388,277.00	\$ 5,373,572.00

**FY 2012/2013
BUDGET
APPROVED JPB**

**FY 2013/2014
BUDGET
PROPOSED JPB**

RECYCLING BUDGET (52504)

Object Account	Description		
500350	Classified Full-Time	\$ 711,715.00	\$ 725,192.00
500750	Temporary Full-Time	10,920.00	10,920.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	58,179.00	58,547.00
503150	Retirement (PERA) (.75% of 1.5%=1.125%)	141,520.00	146,471.00
503200	Employee Health Ins (7.8% increase)	206,881.00	206,881.00
503250	Retiree Health Care	13,114.00	14,504.00
503350	Workers' Comp	22,308.00	22,308.00
503400	City Share Dental Insurance (30% increase)	7,522.00	9,779.00
	COLA 2.1%	27,600.00	20,243.00
	MERIT 2%	18,930.00	19,684.00
	Retirement (PERA) (.75% of 1.5%=1.125%)	-	382.00
520100	Rep and Maint Build/Struct	50,000.00	50,000.00
520200	Rep & Maint Grounds/Rd	5,000.00	5,000.00
520300	Rep & Maint Furn/Fix/Equip	3,000.00	3,000.00
520400	Rep & Maint Machin & Equip	175,000.00	175,000.00
520500	Rep & Maint Vehicles	5,000.00	5,000.00
530200	Operating Supplies	40,000.00	40,000.00
530300	Safety Supplies	25,000.00	25,000.00
530500	Uniform, Clothing, Linen	15,000.00	15,000.00
530600	Software	1,500.00	1,500.00
530700	Books/Subscripts/Periodicals	500.00	500.00
530850	Auto Parts	4,000.00	4,000.00
530900	Tires	15,000.00	15,000.00
531050	Diesel	100,000.00	100,000.00
560200	Out of State	1,000.00	1,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	1,000.00	1,000.00
560550	In State	1,000.00	1,000.00
560700	Registration	1,000.00	1,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561800	Print/Publish	10,000.00	10,000.00
561850	Advertising	10,000.00	10,000.00
561900	Dues	500.00	500.00
562550	Land/Building	60,000.00	60,000.00
562600	Equipment/Machinery Rental	5,000.00	5,000.00
	Total Recycling Budget	\$ 1,783,389.00	\$ 1,799,611.00
	TOTAL OPERATING BUDGET	7,171,666.00	7,173,183.00
	TOTAL PROJECTED REVENUES	7,260,000.00	7,173,400.00
	NET REVENUES	\$ 88,334.00	\$ 217.00

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
FUNDED THROUGH RESERVE ACCOUNTS**

**FY 2012/2013
BUDGET
APPROVED JPB**

**FY 2013/2014
BUDGET
PROPOSED JPB**

Equipment Replacement (52502)	\$ 919,250.00	\$ 1,000,000.00
Cell Construction (52507 and 52510)	100,000.00	2,000,000.00
Gas Collection System (52503)	86,000.00	110,000.00
Landfill Permitting (52521)	-	250,000.00
	\$ 1,105,250.00	\$ 3,360,000.00

NOTES:

PERSONNEL BUDGET includes COLA and Merit Increase and EXPANSION POSITION
Proposed COLA and Merit Increase for FY 2013-2014

Cost of Living (COLA) 2.1% for all Agency Employees	\$ -	\$ 45,117.00
Retirement (PERA) (.75% of 1.5%=1.125%)	-	\$ 395.00
Merit Increases for all Agency Employees Calculated 2% Average	-	43,872.00
Retirement (PERA) (.75% of 1.5%=1.125%)	-	384.00
	\$ -	\$ 89,768.00

PROPOSED EXPANSION

Environmental Health, Safety and Training Administrator	\$ -	\$ 107,352.00
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ATTACHMENT

Budget Packet Presented at the March 21, 2013 JPB Meeting

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director RW
Date: March 13, 2013
Subject: Request for Approval of Fiscal Year 2013-14 Budget

Attached is the proposed Santa Fe Solid Waste Management Agency operating budget for Fiscal Year 13-14 (FY-14). The format is similar to previous budgets and includes a budget summary, a list of major accomplishments for FY-13, a list of goals for FY-14, an organizational chart, a list of contractual services (Form E-1), operating expense justifications (Form E-3), overtime and incentive pay (Form F-ANS), and revenue justifications (Form R-1).

This memorandum provides a review of the past year and establishes a vision for the future on which the foundation for the proposed budget was laid.

Major accomplishments by the Agency for FY-13 include:

- Completed the construction of a permanent Household Hazardous Waste (HHW) collection facility and recycling drop-off center at Buckman Road Recycling and Transfer Station (BuRRT)
- Started up the operations for the HHW collection facility at BuRRT
- Commenced the engineering and design for a landfill permit modification/renewal application.
- Commenced the engineering design for Cell 5B/6B
- Commence blasting and excavation of Cell 5B/6B
- Commence the solid waste assessment and management study, which is a joint venture between the Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan, and
- Continued the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County.

The proposed budget for FY-14 does not take into account large procurements for the remaining months of this fiscal year that potentially could impact FY-14. Such procurements could include contract amendment(s) for the basalt blasting and excavation of Cell 5B/6B, and heavy equipment, all of which can affect the proposed FY-14 budget.

The proposed budget shows projected revenues of \$7,173,400, an overall decrease of \$86,600.

Revenue generated from landfill tipping fees is projected to decrease from \$5,500,000 to \$5,405,400 due to lower tonnages processed at the landfill from 150,000 tons projected for FY-13 to 145,500 tons projected for the proposed budget.

Revenue for the transfer station is projected to increase from \$825,000 to \$882,000 primarily from the new flat rate fees at the transfer station as per 2012 Fee Ordinance

Projected revenue from the sale of recyclable materials is expected to decrease from \$875,000 to \$773,500 due to the volatility of selling prices for recyclable materials caused by market conditions (i.e., selling prices from an average of \$140/ton to \$130/ton).

Projected revenue from the sale of rock (royalty) at the landfill increased to \$112,500, which is based on a projected sale of 75,000 tons.

Revenue from interest income is not included at this time. Based on historical data, approximately \$20,000 is projected from interest income during FY-13 for the operating fund. Interest income is determined by the Agency's fiscal agent – City of Santa Fe, and will be included when available.

The following table shows the proposed revenues for FY-14 and provides a comparison with FY-12 and FY-13.

Description	FY-12 Actual	FY-13 Budget	FY-13 Projected	FY-14 Proposed Budget
Sale of Recyclable Materials	\$1,084,969	\$875,000	\$760,121	\$773,500
Transfer Station	\$821,512	\$800,000	\$804,245	\$882,000
Landfill	\$5,622,078	\$5,300,000	\$5,607,780	\$5,405,400
Rock Sales	\$71,991	\$6,000	\$103,088	\$112,500
Reimbursement / Misc Revenue	\$10,642	\$0	\$5,000	\$0
TOTAL	\$7,611,192	\$6,981,000	\$7,280,234	\$7,173,400

The proposed operating budget remains relative flat compared to the FY-13 budget (\$7,172,040 to \$7,171,666, respectively).

With respect to the proposed operating budget, the landfill and recycling operating expenses will increase by \$8,258 and \$8,632, respectively.

To keep pace with salaries across the region, the proposed budget contains a cost of living adjustment (COLA) of 2.1% (\$45,117) and a merit pay increase based on an

evaluation system which averages to a 2% salary increase (\$43,872). The structures of the COLA and merit pay are specified in the current union contract. The same COLA and merit pay increases are also proposed for the nine non-union positions.

The proposed budget includes \$80,000 for temporary part-time employees. The temporary part-time employees are for litter patrol and general maintenance at both facilities. This is the result of the joint powers agreement terminated by the New Mexico Department of Corrections in 2011.

The proposed budget provides an increase for services to other city departments based on the City of Santa Fe's cost allocation. The proposed budget also provides minimal increases for employee benefits, auto parts, bank charges, bond expense, and rental equipment.

The proposed budget contains a decrease for tires for the landfill.

The proposed budget includes a debt services payment of \$414,140 (principal and interest) on a five-year loan obtained from the NMED for the Cell 4B construction project in 2008. The loan is scheduled to retire in January 2014.

The proposed budget includes a \$69,747 increase in intra-fund transfers from \$1,000,000 to \$1,069,747 to the five reserves: equipment replacement, gas collection system, closure/post closure, cell development and landfill permitting. The equipment replacement budget is decreased from \$750,000 to \$500,000. The landfill gas collection budget increased slightly from \$125,000 to \$150,000. No money is budgeted for the closure/post closure reserve. The closure reserve currently meets the financial assurance requirements pursuant to the New Mexico Solid Waste Management Regulations under 20.9.10.20 NMAC. In keeping the rates (tipping fees) reasonable, the budget for the cell development reserve was only increased slightly from \$125,000 to \$129,747. The Agency may request an intra-fund transfer to the reserve fund during the fiscal year if revenues exceed projections, which in turn could minimize the need to borrow for future Cells 5B/6B starting as early as FY-14. The landfill permitting is budgeted at \$290,000 to cover anticipated additional services needed for the 20-year landfill permit renewal.

The proposed budget shows the following capital outlay to be funded from the Equipment Replacement reserve:

- Caterpillar 836-K Landfill Compactor - (\$1,000,000)
Replace Unit 1327; 2003 Caterpillar 836-G Landfill Compactor (second life) with 20,949 hours

The proposed budget includes \$110,000 for the continued operation and maintenance of the landfill gas collection and control system.

The proposed budget includes \$2,000,000 for cell construction related activities such as subgrade preparation, liner installation, and drainage and protective cover installation for

all of Cell 5B and possibly a portion of Cell 6B.

The organizational chart for the proposed budget shows one new position – Environmental, Health, Safety & Training Administrator. The general purpose of the position is to administer the environmental, health and safety programs and to perform functions involving the development, implementation, monitoring, coordination and training of the environmental, health and safety programs to protect both the employees and workplace and to ensure the Agency is compliant with state environmental and OSHA requirements. The non-union position is Range SWM-20 with the following hourly pay range: min - \$26.45; mid - \$34.39; and max – \$42.32. The requested salary and benefits for the position, at the mid-pay range of \$34.39, is \$107,352.

The proposed budget for FY-14 is now before for the Board for consideration and approval along with or without amendments to the proposed budget.

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SANTA FE SOLID WASTE MANAGEMENT AGENCY

**FY 2012/2013
BUDGET
APPROVED JPB**

**FY 2013/2014
BUDGET
PROPOSED JPB**

LANDFILL OPERATING BUDGET-(52501)

Object Account	Description		
500200	Exempt Full-Time	\$ 107,616.00	\$ 110,427.00
500350	Classified Full-Time	789,974.00	810,211.00
500800	Temporary Part-Time	80,000.00	80,000.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	70,853.00	72,663.00
503150	Retirement (PERA)	171,339.00	175,036.00
503200	Employee Health Ins 17%	245,214.00	245,214.00
503250	Retiree Health Care	16,509.00	18,413.00
503250	Unemployment	3,515.00	3,839.00
503350	Workers' Comp	19,802.00	21,895.00
503400	City Share Dental Insurance	10,520.00	11,005.00
	COLA 2.1%	34,500.00	24,874.00
	MERIT 2%	23,500.00	24,188.00
	Expansion Position	-	107,352.00
510200	Legal Contract	35,300.00	35,300.00
510250	Compliance Contracts	2,300.00	2,300.00
510300	Professional Contracts	611,275.00	567,875.00
510600	Reim Share of Sales (BLM)	35,000.00	51,750.00
513950	Gas	30,000.00	30,000.00
514000	Water	25,000.00	25,000.00
514050	Electric	50,000.00	50,000.00
514100	Communication	30,000.00	30,000.00
520100	Rep and Maint Build/Struct	15,000.00	15,000.00
520200	Rep & Maint Grounds/Rd	10,000.00	10,000.00
520300	Rep & Maint Furn/Fix/Equip	4,000.00	4,000.00
520400	Rep & Maint Machin & Equip	300,000.00	300,000.00
520500	Rep & Maint Vehicles	11,000.00	11,000.00
530100	Office Supplies	15,000.00	15,000.00
530200	Operating Supplies	30,000.00	30,000.00
530300	Safety Supplies	14,000.00	14,000.00
530400	Food	1,000.00	1,000.00
530500	Uniform, Clothing, Linen	13,000.00	13,000.00
530600	Software	5,000.00	5,000.00
530700	Books/Subscripts/Periodicals	500.00	500.00
530850	Auto Parts	10,000.00	12,000.00
530900	Tires	10,000.00	8,000.00
531000	Gasoline	30,000.00	30,000.00
531050	Diesel	320,000.00	320,000.00
555250	Gen Liab Dept Assessment	31,976.00	31,976.00
555260	Benefits Dept. Assess (247/EE*42)	10,374.00	10,374.00
555300	Gen Liab-Third Party Admin	65,000.00	65,000.00
555400	Bond Expense	150.00	1,000.00
560200	Out of State	2,000.00	2,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	2,000.00	2,000.00
560550	In State	2,000.00	2,000.00
560700	Registration	3,000.00	3,000.00
561000	Postage and Mail Service	2,000.00	2,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561400	Gross Receipt Taxes	315,000.00	315,000.00
561750	Bank Charges & Fees	3,000.00	7,600.00
561800	Print/Publish	8,000.00	8,000.00
561850	Advertising	5,500.00	5,500.00
561900	Dues	5,000.00	5,000.00
562600	Equipment/Machinery Rental	2,500.00	5,000.00
563100	Svcs of other City Depts	81,624.00	108,640.00
	Total Operating Expenses	3,756,041.00	3,896,132.00
590100	Debt Service Principal	601,864.00	402,078.00
590200	Debt Service Interest	30,372.00	12,062.00
	Total Debt Service Expense	632,236.00	414,140.00
Intra-Fund Tansfers Out:			
52502	Equipment Replacement	750,000.00	500,000.00
52503	Gas Collection System	125,000.00	150,000.00
52507/52510	Cell Development	125,000.00	129,747.00
52509	Closure Post Closure	-	-
52521	Landfill Permitting	-	290,000.00
	Total Intra-Fund Transfers Out	1,000,000.00	1,069,747.00
	Total Landfill Operations Budget	\$ 5,388,277.00	\$ 5,380,019.00

FY 2012/2013
BUDGET
APPROVED JPB

FY 2013/2014
BUDGET
PROPOSED JPB

RECYCLING BUDGET (52504)

Object Account	Description		
500350	Classified Full-Time	\$ 711,715.00	\$ 725,192.00
500750	Temporary Full-Time	10,920.00	10,920.00
501400	Overtime	25,000.00	25,000.00
502200	Incentives	4,200.00	4,200.00
503100	FICA	58,179.00	58,547.00
503150	Retirement (PERA)	141,520.00	141,520.00
503200	Employee Health Ins	206,881.00	206,881.00
503250	Retiree Health Care	13,114.00	14,504.00
503350	Workers' Comp	22,308.00	22,308.00
503400	City Share Dental Insurance	7,522.00	7,522.00
	COLA 2.1%	27,600.00	20,243.00
	MERIT 2%	18,930.00	19,684.00
520100	Rep and Maint Build/Struct	50,000.00	50,000.00
520200	Rep & Maint Grounds/Rd	5,000.00	5,000.00
520300	Rep & Maint Furn/Fix/Equip	3,000.00	3,000.00
520400	Rep & Maint Machin & Equip	175,000.00	175,000.00
520500	Rep & Maint Vehicles	5,000.00	5,000.00
530200	Operating Supplies	40,000.00	40,000.00
530300	Safety Supplies	25,000.00	25,000.00
530500	Uniform, Clothing, Linen	15,000.00	15,000.00
530600	Software	1,500.00	1,500.00
530700	Books/Subscrpts/Periodicals	500.00	500.00
530850	Auto Parts	4,000.00	4,000.00
530900	Tires	15,000.00	15,000.00
531050	Diesel	100,000.00	100,000.00
560200	Out of State	1,000.00	1,000.00
560250	In State	2,000.00	2,000.00
560500	Out of State	1,000.00	1,000.00
560550	In State	1,000.00	1,000.00
560700	Registration	1,000.00	1,000.00
561200	Employee Training/Tuition	5,000.00	5,000.00
561800	Print/Publish	10,000.00	10,000.00
561850	Advertising	10,000.00	10,000.00
561900	Dues	500.00	500.00
562550	Land/Building	60,000.00	60,000.00
562600	Equipment/Machinery Rental	5,000.00	5,000.00
	Total Recycling Budget	\$ 1,783,389.00	\$ 1,792,021.00
TOTAL OPERATING BUDGET		7,171,666.00	7,172,040.00
TOTAL PROJECTED REVENUES		7,260,000.00	7,173,400.00
NET REVENUES		\$ 88,334.00	\$ 1,360.00

SANTA FE SOLID WASTE MANAGEMENT AGENCY
FUNDED THROUGH RESERVE ACCOUNTS

FY 2012/2013
BUDGET
APPROVED JPB

FY 2013/2014
BUDGET
PROPOSED JPB

Equipment Replacement (52502)	\$ 919,250.00	\$ 1,000,000.00
Cell Construction (52507 and 52510)	100,000.00	2,000,000.00
Gas Collection System (52503)	86,000.00	110,000.00
Landfill Permitting (52521)	-	290,000.00
	\$ 1,105,250.00	\$ 3,400,000.00

NOTES:

PERSONNEL BUDGET includes COLA and Merit Increase and EXPANSION POSITION
Proposed COLA and Merit Increase for FY 2013-2014

Cost of Living (COLA) 2.1% for all Agency Employees	\$ -	\$ 45,117.00
Merit Increases for all Agency Employees Calculated 2% Average	-	43,872.00
	\$ -	\$ 88,989.00

PROPOSED EXPANSION

Environmental Health, Safety and Training Administrator	\$ -	\$ 107,352.00
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CITY OF SANTA FE, NEW MEXICO**FISCAL YEAR 2013/14****DEPARTMENT BUDGET SUMMARY FORM****1. Mission Statement for Department and Divisions (not needed for Section & Unit).**

The Agency is committed to be an innovative, responsive, integrated solid waste organization that provides a safe, cost-efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County while educating the public in the importance of waste diversion programs including waste reduction, recycling, composting and special waste.

The Caja Del Rio Landfill Division is committed to providing a safe, cost efficient and environmentally-sound management of solid waste generated for its customers in Santa Fe County.

The Recycling Division is committed to provide the most comprehensive recycling programs for the City and County of Santa Fe, in the most cost effective manner. The Division will continue to maintain and operate the Buckman Road Recycling and Transfer Station, to serve all the solid waste and recycling needs of our customers.

2. Please attach an organization chart by divisions/sections within Department & applicable—do not include names of individuals or positions.

Please see attached organization chart by divisions.

3. Major accomplishments for Department (include all divisions) for FY 12/13.

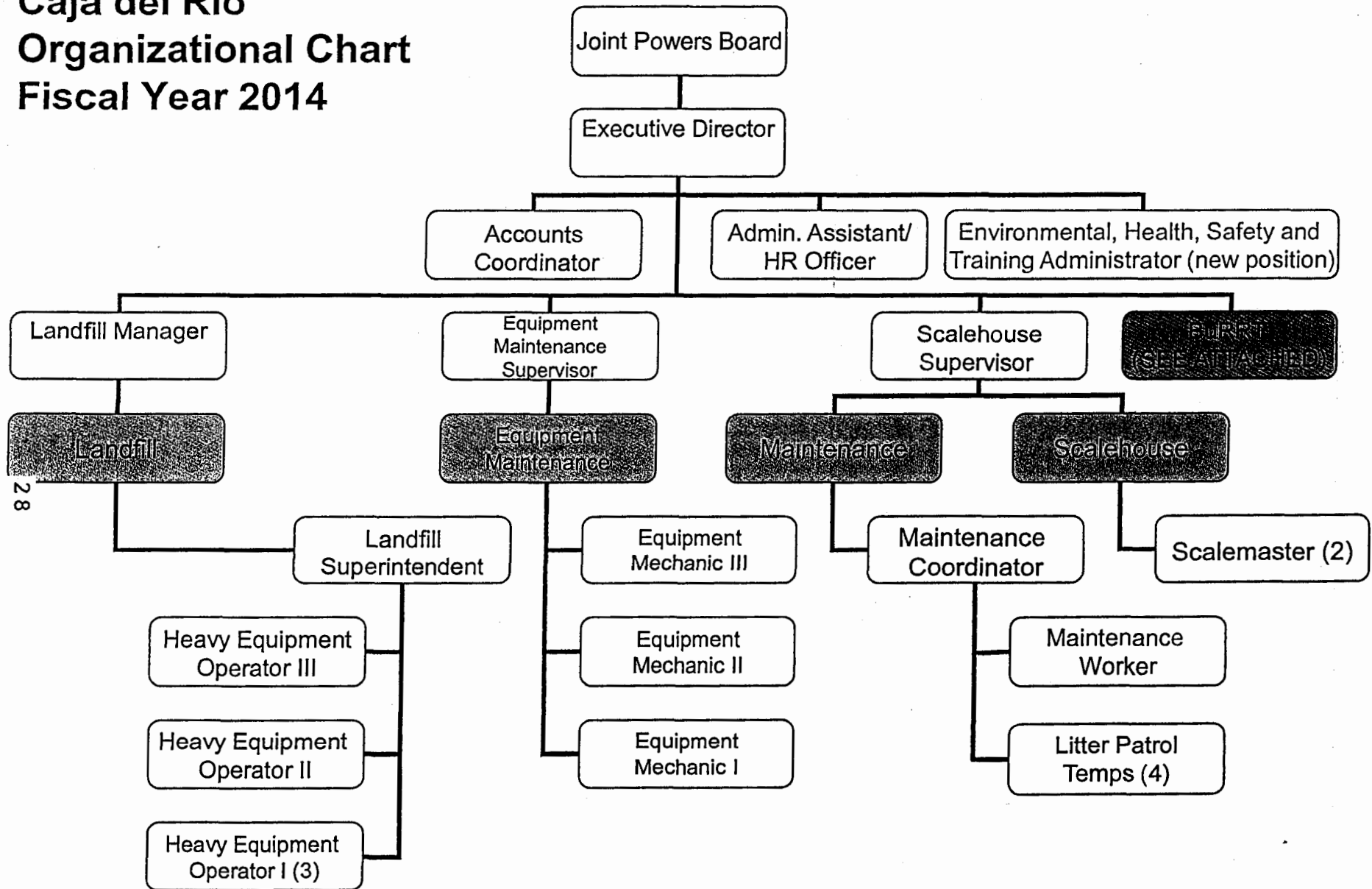
- Completed the construction of a permanent Household Hazardous Waste (HHW) facility and a recycling drop-off center at BuRRT.
- Started up the operations for the permanent HHW facility at BuRRT.
- Commenced the engineering and design for a landfill permit modification/renewal application.
- Commence the engineering design for Cell 5B/6B.
- Commence blasting and excavation of Cell 5B/6B.
- Commence the solid waste assessment and management study, which is a joint venture between Agency, City of Santa Fe, and Santa Fe County as per recommendations in the Comprehensive Solid Waste Management Plan.

- Continued the Solid Waste Advisory Committee for the Agency, City of Santa Fe, and Santa Fe County.
- Provided excellent customer service, both internally and externally.

4. Major goals for Department (include all divisions) for FY 13/14.

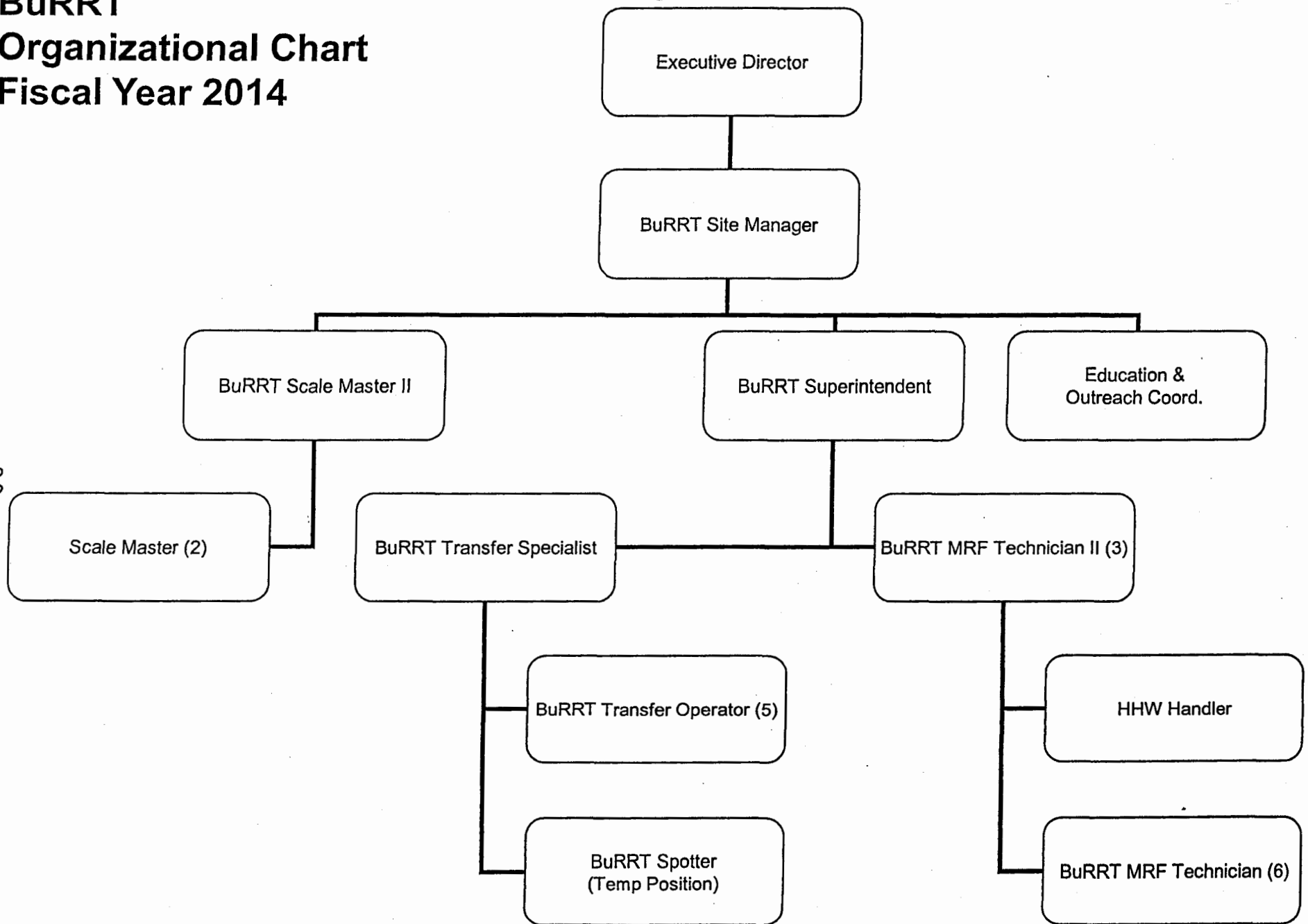
- Submit a 20-year landfill permit modification/renewal application to the NMED.
- Commence the liner construction for Cell 5B only.
- Collaborate with City of Santa Fe and Santa Fe County on recommendations resulting from the solid waste assessment and management study, including but not limited to, solid waste flow control, out-of-county waste, outreach and education, and diversion programs.
- Secure a long-term mineral materials contract with the Bureau of Land Management (BLM).
- Negotiate a new union contract.
- Update the Agency's Personnel Policy Manual.
- Progress with the Agency's Environmental Health and Safety and Training Programs.
- Provide excellent customer service, both internally and externally.

Caja del Rio Organizational Chart Fiscal Year 2014



BuRRT Organizational Chart Fiscal Year 2014

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CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
REVENUE JUSTIFICATION(1) DEPARTMENT SFSWMA DIVISION _____ SECTION _____

Section 11-2.5 of the city code requires a review of fees in preparing the annual budget. Review all fees assessed within your functions to insure that fees charged are appropriate for the services provided. Increases or decreases to fees must be justified in writing. Attach a memo detailing the rationale for fee adjustments recommended.

All revenues have been reviewed and are at appropriate levels.

signed

date

(2) REVENUE SOURCES*		(3)	(4)	(5)
BU/Line Item	Description	2011/12 ACTUAL	2012/13 BUDGET	2013/14 BUDGET
Revenues				
51500.438615	Recycle	1,084,968	875,000	773,500
51500.438710	Transfer Station	821,214	825,000	882,000
51500.438750	Landfill Tipping Fees	5,633,102	5,500,000	5,405,400
51500.470510	Dir/Rock Sales	90,398	60,000	112,500
51500.470400	Reimbursements/Misc Rev	10,751	-	-
		7,640,433	7,260,000	7,173,400
TRANSFERS-IN..... DID NOT KEY INTO E-1				
51502.600150	Equipment Replacement Fund	750,000	750,000	500,000
51503.600150	Gas Collection System	125,000	125,000	150,000
51507.600150	Cell Development	181,369	125,000	129,747
51509.600150	Closure/Post Closure	100,000	-	-
51521.600150	Landfill Permitting	509,086	-	250,000
		1,665,455	1,000,000	1,029,747

*NOTE: For transfer in or out, show fund or business unit representing the "other side" of the transfer. In other words, if a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

DO NOT enter any transfers into JD Edwards--the Budget Office will do this.

Call the Budget Office @ 955-6177 if you need assistance.

CITY OF SANTA FE, NEW MEXICO

**FISCAL YEAR 2013/14
CONTRACTUAL SERVICES**

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM	52501.510200 (LEGAL Contracts)
--	---------------------------------------

Please identify whether a contract or grant is an ongoing or a new item.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Legal Services	Legal Services for the Agency	\$35,300
	TOTAL	\$35,300

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____(2) BUSINESS UNIT & LINE ITEM 52501.510250 (Compliance Contracts)*Please identify whether a contract or grant is an ongoing or a new item.*

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
Compliance Contract	Investment Contract	\$2,300
	TOTAL	\$2,300

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14 CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____

(2) BUSINESS UNIT & LINE ITEM 52501.5106000 (BLM Reimb Share of Sales)

Please identify whether a contract or grant is an ongoing or a new item.

(3) ITEM	(4) PURPOSE	(5) EST. COST (TAXES INCLUDED)
BLM Reimbursed Sale of Rock	BLM Mineral Contract (Assuming 75,000 tons of Rock will be sold at \$0.69/ton	\$51,750
	TOTAL	\$51,750

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14 CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Professional Contracts)*Please identify whether a contract or grant is an ongoing or a new item.*

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Security	Security Services for the Landfill & BuRRT	\$75,000
Environmental Services	Monitoring of Methane, Groundwater, and Leachate	\$60,000
MIS/Computer Support	Provide Technical Computer Support	\$35,000
Scale Calibration & Maintenance	Calibration and Repair of Landfill/BuRRT Scales	\$10,000
Software/Telephone Support	Annual Support Services Billing Software and Televatage Phone System	\$6,000
Hazardous Waste Disposal	Household Hazardous Waste Disposal Burrt	\$150,000
OSHA Health/Safety	Required OSHA Medical/Physical Exams	\$10,000
Audit Services	Annual Audit Required of by State Auditor	\$22,000
Storm Water Pollution Preventions Plans	Storm Water Monitoring, Inspection, Training and Updates (Analytical)	\$30,000
Surveying	Surveying Services	\$25,000
DNA Testing	Drug Testing/Random Testing/Vaccines	\$6,000
Tire Disposal	Disposal, Processing and Hauling of Tires	\$24,750
Armored Services	Armored Services for Cash Pick-Up	\$9,125
3 4 TOTAL		\$462,875

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
CONTRACTUAL SERVICES

(Legal Services .510200, Professional Services .510300, Grants & Services .510400)

OPERATIONS

(1) DEPARTMENT SFSWMA DIVISION LANDFILL/BURRT SECTION _____(2) BUSINESS UNIT & LINE ITEM 52501.510300 (Professional Contracts)*Please identify whether a contract or grant is an ongoing or a new item.*

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST (TAXES INCLUDED)
Electrical Services	Repair/Maintenance to Electrical Systems	\$20,000
Disposal of Hazardous Fluids	Disposal of Hazardous Fluids as per State/Federal Regulations from the Landfill	\$5,000
Web Page	Updates and Changes to Web Page	\$5,000
Health and Safety (OSHA)	Safety Classes/Training/Health and Safety Plans and Assessments	\$75,000
	<i>E-1 Page 1</i>	\$462,875
	TOTAL	\$567,875.00

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
CAPITAL OUTLAY ITEMS IN EXCESS OF \$5,000
 (For each item)

(1) DEPARTMENT SFSWMA DIVISION LANDFILL SECTION _____

(2) BUSINESS UNIT & LINE ITEM _____ 52502. SEE EACH ITEM _____

If item is a replacement, include year purchased, condition, and mileage (for vehicles).

If item is a new requirement, include a brief justification.

(3)	(4)	(5)
ITEM	PURPOSE	EST. COST TAXES INCLUDED
CATERPILLAR 836 LANDFILL COMPACTOR BU & LI (52502.570500)	REPLACE UNIT 1327-2004 836G LANDFILL COMPACTOR WITH 23,000 HOURS (2ND LIFE)_	\$ 1,000,000.00
	TOTAL	\$ 1,000,000.00

(6) REVIEWED BY _____
 PURCHASING DIRECTOR

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill Operations

(2) BUSINESS UNIT 52501

(3) ITEM: HEALTH INSURANCE OBJECT # 503200 FY 12-13 Base (no carryforward)
AMOUNT: \$ 197,980.00

Increase/(Decrease) \$ 47,234.00 FY 13/14 Request \$ 245,214.00

EXPLANATION: Increase based on computing all Employees having health insurance
which is not reflective in base budget

(3) ITEM: COLA and MERIT OBJECT # FY 12-13 Base (no carryforward)
AMOUNT: \$ 58,000.00

Increase/(Decrease) \$ (11,638.00) FY 13/14 Request \$ 49,062.00

EXPLANATION: Increase based on SFSWMA intent to give Employees a 2.1% COLA and 2% Merit Increase
and related payroll liabilities associated with increases, i.e. PERA, RHC, FICA and FHMI
COLA \$24,874 MERIT \$24,188

(3) ITEM: TEMPORARY PART-TIME OBJECT # 500800 FY 12-13 Base (no carryforward)
AMOUNT: \$ 80,000.00

Increase/(Decrease) \$ FY 13/14 Request \$ 80,000.00

EXPLANATION: Contract cancelled with NM Corrections Department and budget moved to
Temporary Part-Time to hire 4 employees to help with litter patrol and maintenance
at both facilities. This is going to be yearly

Key all expenditure line items except transfers into the budget development database.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: AUTO PARTS OBJECT # 530850 FY 12-13 Base (no carryforward)
AMOUNT: \$ 10,000.00

Increase/(Decrease) \$ 2,000.00 FY 13/14 Request \$ 12,000.00

EXPLANATION: Increase base on ageing auto fleet

(3) ITEM: TIRES OBJECT # 530900 FY 12-13 Base (no carryforward)
AMOUNT: \$ 10,000.00

Increase/(Decrease) \$ (2,000.00) FY 13/14 Request \$ 8,000.00

EXPLANATION: Decrease based on average of last 4 Fiscal Years analysis

(3) ITEM: GASOLINE OBJECT # 531000 FY 12-13 Base (no carryforward)
AMOUNT: \$ 33,127.00

Increase/(Decrease) \$ (3,127.00) FY 13/14 Request \$ 30,000.00

EXPLANATION: Decrease based on FY 12-13 usage

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 11/12 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Bond Expense OBJECT # 555400 FY 12-13 Base (no carryforward)
AMOUNT: \$ 150.00

Increase/(Decrease) \$ 850.00 FY 13/14 Request \$ 1,000.00

EXPLANATION: Increase based on BLM increasing the Bond Requirement for compliance

(3) ITEM: Rental Equip & Mach OBJECT # 562600 FY 12-13 Base (no carryforward)
AMOUNT: \$ 2,500.00

Increase/(Decrease) \$ 2,500.00 FY 13/14 Request \$ 5,000.00

EXPLANATION: Increase based on analysis of last 3 years actual cost

(3) ITEM: _____ OBJECT # _____ FY 12-13 Base (no carryforward)
AMOUNT: \$ _____

Increase/(Decrease) \$ _____ FY 13/14 Request \$ _____

EXPLANATION: _____

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION Landfill - Operations

(2) BUSINESS UNIT 52501

(3) ITEM: Debt Service Principal OBJECT # 590100 FY 12-13 Base (no carryforward)
AMOUNT: \$ 601,864.00

Increase/(Decrease) \$ (199,786.00) FY 13/14 Request \$ 402,078.00

EXPLANATION: Based on loan payment schedule for FY 2013-2014.

(3) ITEM: Debt Service Interest OBJECT # 590200 FY 12-13 Base (no carryforward)
AMOUNT: \$ 30,372.00

Increase/(Decrease) \$ (18,310.00) FY 13/14 Request \$ 12,062.00

EXPLANATION: Based on loan payment schedule for FY 2013-2014.

(3) ITEM: Dept Intrafund Transfer (Out) OBJECT # 700150 FY 12-13 Base (no carryforward)
AMOUNT: \$ 1,000,000.00

Increase/(Decrease) \$ 69,747.00 FY 13/14 Request \$ 1,069,747.00

EXPLANATION: Equipment Replacement Reserve (51502) decreased to \$500,000.00

Gas Collection System Reserve (51503) increased to \$150,000.00. Cell Development Reserve (51507) increased
from \$125,000 to \$129,747.00. Closure Post Closure Reserve (51509) remained at \$0

Landfill Permitting (52521) increased from \$0 to \$290,000

DID NOT KEY INTO E-1 SYSTEM PER INSTRUCTIONS

Key all expenditure line items except transfers into the budget development database.
For transfers in or out, show fund or business unit representing the "other side"
of the transfer. If a transfer in, note where the transfer comes from. If a transfer out,
note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION BuRRT - Operations

(2) BUSINESS UNIT 52504

(3) ITEM: COLA and MERIT OBJECT # FY 12-13 Base (no carryforward)
AMOUNT: \$ 46,530.00

Increase/(Decrease) \$ (6,603.00) FY 13/14 Request \$ 39,927.00

EXPLANATION: Increase based on SFSWMA intent to give Employees a 2.1% COLA and 2% Merit Increase
and related payroll liabilities associated with increases, i.e. PERA, RHC, FICA and FHMI
COLA \$20,243 MERIT \$19,684

(3) ITEM: Rep & Maint Building OBJECT # 520100 FY 12-13 Base (no carryforward)
AMOUNT: \$ 86,610.00

Increase/(Decrease) \$ (36,610.00) FY 12/13 Request \$ 50,000.00

EXPLANATION: We believe FY 12-13 base budget is wrong, it should be \$50,000 as was inserted last year
a project costing \$36,610 to move the HVAC system was done and budgeted for with
cash reserves DURING the year. This was a one time cost

(3) ITEM: C/O Building & Structures OBJECT # 570400 FY 12-13 Base (no carryforward)
AMOUNT: \$ 9,718.00

Increase/(Decrease) \$ (9,718.00) FY 12/13 Request \$ -

EXPLANATION: To correct base budget number

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

FISCAL YEAR 2013/14
OPERATING EXPENSE JUSTIFICATION

Use for increases > 5% or decreases > 15% from current FY 10/11 budgeted line items except
Contractual Services (use E-1), Capital Outlay (use E-2), and Computer Hardware/Software (use E-4)

(1) DEPARTMENT SFSWMA DIVISION BuRRT - Operations(2) BUSINESS UNIT 52504(3) ITEM: WIP DESIGN OBJECT # 572960 FY 12-13 Base (no carryforward)
AMOUNT: \$ 7,039.00Increase/(Decrease) \$ (7,039.00) FY 13/14 Request \$ -EXPLANATION: To correct base budget number(3) ITEM: _____ OBJECT # _____ FY 12-13 Base (no carryforward)
AMOUNT: \$ _____

Increase/(Decrease) \$ _____ FY 13/14 Request \$ _____

EXPLANATION: _____

(3) ITEM: _____ OBJECT # _____ FY 12-13 Base (no carryforward)
AMOUNT: \$ _____

Increase/(Decrease) \$ _____ FY 13/14 Request \$ _____

EXPLANATION: _____

Key all expenditure line items except transfers into the budget development database.

For transfers in or out, show fund or business unit representing the "other side" of the transfer.
If a transfer in, note where the transfer comes from. If a transfer out, note where the transfer goes to.

CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION & SWAMA
FISCAL YEAR 2013/2014

OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: RANDALL KIPPENBROCK
(3) DEPARTMENT: SFSWMA
(5) BUSINESS UNIT: 52501(2) DATE: MARCH 1, 2013
(4) DIVISION: _____

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000			1,550	363	26,913
Shift Differential					0	0	0	0	0
Incentive Pay			Bilingual Pay	600	114	12	37	9	772
Incentive Pay			Hazard Pay	600	114	12	37	9	772
Incentive Pay			Sick Leave Incent	3,000	570	60	186	44	3,860
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
Incentive Pay					0	0	0	0	0
(15) TOTALS				29,200	799	84	1,810	423	32,316

RATES	PERA	RHC	FICA	FMHI
	19.0125%	2.000%	6.20%	1.45%

Randall Kippenbrock
EXECUTIVE DIRECTOR

3-5-13
DATE

BUDGET

DATE

CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION & SWAMA

FISCAL YEAR 2013/2014

OVERTIME, SHIFT DIFFERENTIAL, INCENTIVE PAY REQUEST

(1) SUBMITTED BY: RANDALL KIPPENBROCK
 (3) DEPARTMENT: SFSWMA
 (5) BUSINESS UNIT: 52504

(2) DATE: MARCH 1, 2013
 (4) DIVISION: _____

ITEM:	(6) EMPLOYEE NUMBER & NAME	(7) POS. #	(8) INCENTIVE PAY NAME	(9) AMOUNT REQUESTED	(10) * PERA	(11) * RHC	(12) ** FICA	(13) *** FMHI	(14) TOTAL
Overtime				25,000			1,550	363	26,913
Shift Differential				0	0	0	0	0	0
Incentive Pay			Bilingual Pay	600	114	12	37	9	772
Incentive Pay			Hazard Pay	600	114	12	37	9	772
Incentive Pay			Sick Leave Incent	3,000	570	60	186	44	3,860
Incentive Pay				0	0	0	0	0	0
Incentive Pay				0	0	0	0	0	0
Incentive Pay				0	0	0	0	0	0
(15) TOTALS				29,200	799	84	1,810	423	32,316

RATES PERA RHC FICA FMHI
 19.0125% 2.000% 6.20% 1.45%

Randall Kippenbrock
 EXECUTIVE DIRECTOR

3/5/13
 DATE

 BUDGET

 DATE

CITY OF SANTA FE, NEW MEXICO

AFSCME, NON-UNION & SWAMA

FISCAL YEAR 2013/2014

PERSONNEL BUDGET EXPANSION/REDUCTION REQUEST - Classified, Term City & Grant

**EXPANSION****REDUCTION**

(1) SUBMITTED BY: RANDALL KIPPENBROCK

(2) DATE: 3/1/2013

(3) DEPARTMENT: SFSWMA

(4) DIVISION:

(5a) BUSINESS UNIT: 52501

% S&B:

(5b) BUSINESS UNIT:

% S&B:

(6)	(7)	(8)	(9)	(10)	(11)	(12)	(13)	(14)
OBJECT	JOB CLASSIFICATION TITLE	STATUS	RANGE	HOURLY RATE	REQUESTED SALARY & BENEFITS	REQUESTED OVERTIME	REQUESTED SHIFT DIFFEREN.	REQUESTED INCENTIVE PAY
	Environmental Health, Safety and Training Administrator		SWM 20	34.3900	Salary: 71,806 RHC: 1,436 PERA: 13,652 HINS: 13,691 FICA: 4,452 Sup. Life: 414 FMHI: 1,041 Dental: 635 WCMP: 225	\$ 0	\$ 0	\$ 0
(15)	FUNDING: Full FY: Partial Yr: FT: X PT: Hrs/Wk: 40 Total: 2088 WCMP CODE: 8810 RATE: 0.003 ASSESSMENT: 9.2	(Pay Periods)			TOTAL(PY): 0 TOTAL(FY): 107,352	\$ 0	\$ 0	\$ 0
	NON-FUNDED POSITION/ REDUCTION REQUEST	TOTAL SALARY & BENEFITS AMOUNT	=	BUSINESS UNIT SAVING OF 70%	=	REMAINING SAVINGS TO GENERAL FUND OR OTHER FUND	=	

OBJECT	JOB CLASSIFICATION TITLE	STATUS	RANGE	HOURLY RATE	REQUESTED SALARY & BENEFITS	REQUESTED OVERTIME	REQUESTED SHIFT DIFFEREN.	REQUESTED INCENTIVE PAY
				0.0000	Salary: 0 RHC: 0 PERA: 0 HINS: 0 FICA: 0 Sup. Life: 0 FMHI: 0 Dental: 0 WCMP: 0	\$ 0	\$ 0	\$ 0
(17)	FUNDING: Full FY: Partial Yr: FT: PT: Hrs/Wk: Total: 1044 WCMP CODE: 5506 RATE: 0.025 ASSESSMENT: 9.2	(Pay Periods)			TOTAL(PY): 0 TOTAL(FY): 0	\$ 0	\$ 0	\$ 0
	NON-FUNDED POSITION/ REDUCTION REQUEST	TOTAL SALARY & BENEFITS AMOUNT	=	BUSINESS UNIT SAVING OF 70%	=	REMAINING SAVINGS TO GENERAL FUND OR OTHER FUND	=	

PERA RHC FICA FMHI HEALTH DENTAL
19.0125% 2.000% 6.20% 1.45% 13,691 635

(16) REVIEWED BY:

Randall Kippenbrock
EXECUTIVE DIRECTOR

3/5/13
DATE

(17) REVIEWED BY:

BUDGET

DATE

Supplemental Life = (Salary x \$.30 x 12) / 1000 0.00576
FICA = Payable up to salary level of \$90,000.