

**AMENDED AGENDA**  
**Add VI (D), (D1), (F1), (I)**

CITY CLERK'S OFFICE

DATE 11-14-11 TIME 1:20

SERVED BY Randall Kippenh

RECEIVED BY [Signature]

REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD

NOVEMBER 17, 2011  
12:00 P.M.

LEGAL CONFERENCE ROOM  
SANTA FE COUNTY COURTHOUSE  
102 GRANT AVENUE  
SANTA FE, NM

- I. **Call to Order**
- II. **Roll Call**
- III. **Approval of Agenda**
- IV. **Approval of Minutes for Regular Meeting - September 15, 2011**
- V. **Matters from the Public**
- VI. **Matters from the Executive Director**
  - (A) Request for Approval to Purchase a L110G Volvo Wheel Loader from Golden Equipment Company of Albuquerque, NM, Under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the Amount of \$211,569.92. This is to Replace the L120D Volvo Wheel Loader (Unit 1432).
    - (1) Approval of Budget Increase from 5502.100700 (Equipment Replacement Reserve) to 52504.570500 (Equipment Capital Outlay) in the Amount of \$211,569.92
  - (B) Request for Approval to Purchase a L35B Pro Volvo Compact Wheel Loader from Golden Equipment Company of Albuquerque, NM, Under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the Amount of \$53,896.96. This is to Replace the L20B Volvo Compact Wheel Loader (Unit 1439).
    - (1) Approval of Budget Increase from 5502.100700 (Equipment Replacement Reserve) to 52504.570500 (Equipment Capital Outlay) in the Amount of \$53,896.96.
  - (C) Request for Approval of Amendment No. 3 to Professional Services Agreement with J. R. Miller & Associates, Inc. of Brea, CA, for the Plan, Design, Construction Management, and Development of an Operations Plan for a Permanent Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$8,560.00.
    - (1) Approval of Budget Increase from 5500.100700 (Cash) to 52504.572960 (WIP Design) in the Amount of \$8,560.00.
  - (D) Request for Approval of Change Order No. 1 to Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household

SFC CLERK RECORDED 02/07/2012

Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$11,121.63.

- (1) Approval of Budget Increase from 5500.100700 (Cash) to be Apportioned Between 52504.570400 (Building and Structures) and 52504.570300 (Improvement to Land Other Than Building) in the Total Amount of \$11,121.63.
- (E) Request for Approval to Terminate the Joint Powers Agreement Between the Santa Fe Solid Waste Management Agency and the New Mexico Corrections Department for Litter Control and Minor Maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
- (F) Request for Approval of Temporary (Seasonal) Full-Time Workers for Litter Control and Minor Maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.
  - (1) Approval of Budget Adjustment from 52501.510300 (Professional Services) to 52501.500750 (Temporary Full-Time) in the Amount of \$80,000.00.
- (G) Discussion with Possible Action to Amend the Membership of the Solid Waste Advisory Committee.
- (H) Discussion with Possible Action to Approach the City of Santa Fe and Santa Fe County to Develop and Implement Flow Control Ordinances for Solid Waste Generated in Santa Fe County.
- (I) Request for Approval of 2012 Meeting Calendar.

**VII. Matters from the Board**

**VIII. Next Meeting Date**

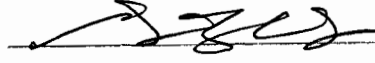
**IX. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Jodie Gonzales at (505) 424-1850, extension 120.

**AGENDA**

DATE 11/9/11 TIME 5:06pm

BY Randall Kippenbrock

APPROVED BY 

REGULAR MEETING

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD

NOVEMBER 17, 2011  
12:00 P.M.

LEGAL CONFERENCE ROOM  
SANTA FE COUNTY COURTHOUSE  
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- (G) Discussion with Possible Action to Amend the Membership of the Solid Waste Advisory Committee.
- (H) Discussion with Possible Action to Approach the City of Santa Fe and Santa Fe County to Develop and Implement Flow Control Ordinances for Solid Waste Generated in Santa Fe County.

**VII. Matters from the Board**

**VIII. Next Meeting Date**

**IX. Adjournment**

Anyone needing further information or requiring special needs for the disabled should contact Jodie Gonzales at (505) 424-1850, extension 120.

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 SOLID WASTE MANAGEMENT AGENCY  
 REGULAR BOARD MEETING  
 November 17, 2011

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SFC CLERK RECORDED 5/27/07/2012

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SFC CLERK RECORDED 02/07/2012

**SOLID WASTE MANAGEMENT AGENCY  
JOINT POWERS BOARD MEETING  
Legal Conference Room  
Santa Fe County Courthouse  
November 17, 2011**

**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 Rosemary Romero, Chair, on Thursday, November 17, 2011, 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 Rosemary Romero, Chair  
Commissioner Kathy Holian  
Commissioner Daniel Mayfield  
Councilor Ronald S. Trujillo  
Commissioner Virginia Vigil  
[Vacancy]

**STAFF PRESENT:**

Randall Kippenbrock, Executive Director – SWMA  
Jodie Garcia, SWMA  
Justin Miller, Legal Counsel  
Melessia Helberg, Stenographer

There was a quorum of the membership in attendance.

**III. APPROVAL OF THE AGENDA**

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

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



#### IV. APPROVAL OF THE MINUTES – SEPTEMBER 15, 2011

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, to approve the minutes of the regular meeting of September 15, 2011, as presented.

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

#### V. MATTERS FROM THE PUBLIC

Lisa Merrill, Education and Outreach Coordinator for SWMA, said they just launched the brand new Resource Guide for Recycling for all Santa Fe City and County residents. The new website was launched at the Santa Fe Recycle Fashion Show and Art Fair and is now up and running. She noted they passed out 750 cards with the website address listed:

[www.SantaFeRecycling.org](http://www.SantaFeRecycling.org).

Ms. Merrill talked briefly about the fashion show, noting she didn't work on that part and there were 60 plus purchases.

Ms. Merrill said 1½ months ago, partnering with the Chamber of Commerce, she sent out a business recycling survey to see what businesses in the Santa Fe area think about recycling – what do they have most of in their bins, do they recycle, are they interested in recycling, what are the obstacles and costs, will it save or cost money to the business. She said approximately 65 businesses responded, many of which said they thought it would cost them more money, although they indicated they didn't know the cost. She said the information from the surveys will help them to know how to approach the businesses. She said one of the things they indicated they would like the most are indoor recycling bins and education.

Ms. Merrill said they are moving forward in working with the schools in terms of recycling. She said she and Lisa Randall went to six schools and found their recycling levels were incorrect on the bills, and looked at ways to fix that as well as to increase recycling efficiency in all of the schools.

Commissioner Holian asked if they also surveyed businesses in the unincorporated area of Santa Fe County.

Ms. Merrill said they used the Chamber of Commerce's address list to which it sends its newsletter, which contains about 3,000 businesses in the City/County. She said Mr. Brackley told her probably only about 20% actually open their emails, and she said this is the reason it was good

to get responses from 65 businesses. She said she has the responses and comments if the Board would like to look at those.

Commissioner Holian asked if Ms. Merrill is involved at all in the reuse center.

Ms. Merrill said yes, noting there was a second study on November 6<sup>th</sup>, and they had some good tallies of what is coming in. She said a lot of it is construction & demolition material and some of it is furniture and ewaste, commenting that a lot of the material is damaged coming into the site because of the way it is packed in the vehicle for disposal. She said the website is generated around ways to reduce waste as well as for reuse of materials.

Commissioner Mayfield asked if she has spoken with anyone from Pojoaque Public Schools.

Ms. Merrill said no, and she thinks Mia Barela is in charge of that.

Commissioner Mayfield said a teacher from the Pojoaque Schools has approached him and told him the teachers and students would like to institute a recycling program at the schools, noting they are working with the County Manager's office. However, he said he would appreciate it if Ms. Merrill could contact the schools and see what she can do to help.

Ms. Merrill said she has been doing presentations to schools that visit the BuRRT Site, reiterating that Mia Barela at the County is working on this. She said she has been working only with schools and businesses which have approached her, but she definitely will contact Mia Barela and the schools in this regard.

## **VI. MATTERS FROM THE EXECUTIVE DIRECTOR**

- (A) REQUEST FOR APPROVAL TO PURCHASE A L110G VOLVO WHEEL LOADER FROM GOLDEN EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER HGAC CONTRACT NO. EM06-11 FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$211,569.92. THIS IS TO REPLACE THE L120D VOLVO WHEEL LOADER (UNIT 1432.)**
  - (1) APPROVAL OF BUDGET INCREASE FROM 5502.100700 (EQUIPMENT REPLACEMENT RESERVE) TO 52504.570500 (EQUIPMENT CAPITAL OUTLAY) IN THE AMOUNT OF \$211,569.92**

Mr. Kippenbrock presented information regarding this matter from his Memorandum of November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, which is incorporated

herewith to these minutes as Exhibit "1." Please see Exhibit "1" for specifics of this presentation.

**MOTION:** Councilor Trujillo moved, seconded by Commissioner Vigil, to approve the request to purchase an L110G Volvo Wheel Loader as presented.

**DISCUSSION:** Councilor Trujillo how much SWMA has put into this loader in terms of maintenance.

Mr. Kippenbrock said this loader has had low maintenance in comparison with the Caterpillar loader, commenting we have been very fortunate to have no major breakdowns over the past 6 years.

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

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the budget increase as presented in Item VI(A)(1).

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

(B) REQUEST FOR APPROVAL TO PURCHASE A L35B PRO VOLVO COMPACT WHEEL LOADER FROM GOLDEN EQUIPMENT COMPANY OF ALBUQUERQUE, NM, UNDER HGAC CONTRACT NO. EM06-11 FOR THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$53,896.96. THIS IS TO REPLACE THE L20B VOLVO COMPACT WHEEL LOADER (UNIT 1439).

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Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum of November 14, 2011, 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.

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve the request to purchase an L35B Pro Volvo Compact Wheel Loader as presented.

**DISCUSSION:** Councilor Trujillo said then we still have two years on this warranty, and Mr. Kippenbrock said yes.

Councilor Trujillo asked if we have approached the company on this, and if they have corrected the problem.

Mr. Kippenbrock said yes, and no the problem hasn't been corrected.

Councilor Trujillo said it looks like they sold us a "lemon."

Mr. Kippenbrock said, "You could say that. The key word is lemon." He said there were no issues with the first machine, and doesn't believe it is an issue with the brand, and believes it is that particular machine for whatever reason. He said there has been one problem after another – electrical, overheating. He said the machine is in the shop right now, and they have issued us a loaner. He said they seem to be unable to find out what the problem really is. He said it is down more often than not. He said on page 54 of the packet there is a partial list of the problems we have had over the past 1½ years. He said SWMA normally pays for the transportation, but most of the work is covered under warranty.

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

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the budget increase as presented in Item VI(B)(1).

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

(C) **REQUEST FOR APPROVAL OF AMENDMENT NO. 3 TO PROFESSIONAL SERVICE AGREEMENT WITH J.R. MILLER & ASSOCIATES, INC., OF BREA, CA, FOR THE PLAN, DESIGN, CONSTRUCTION MANAGEMENT AND DEVELOPMENT OF AN OPERATIONS PLAN FOR A PERMANENT HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$8,560.00.**

(1) **APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO 52504.572960 (WIP DESIGN) IN THE AMOUNT OF \$8,560.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers

Board, is incorporated herewith to these minutes as Exhibit "3. Please see Exhibit "3" for specifics of this presentation

Commissioner Vigil asked where the new recycling facility is located.

Mr. Kippenbrock said the new recycling drop-off area is just before the pay station on the left hand side, so you avoid having to go into BuRRT. He said where the old recycling center was, after you pass the pay station "after you bend around, at the first bend, that's where the new HHW building will go." He said the reason this site was selected is because many people don't have trash and this will avoid people congesting the Transfer Station itself." He said there will be a person at the HHW building on Fridays and Saturdays where people can be served, noting the customer will not get out, or will be standing next to the trunk or the back of the vehicle. He said it is taken and eventually it is segregated/processed. He said the building is approximately 2,400 sq. ft., and is designed to bulk the material. He said the top two materials are very common – used soil and paint – as well as other materials. They will be rolling out material which can be useful and if the containers are in good condition.

Mr. Kippenbrock said the HHW center is not designed for small businesses at this time, but they have an arrangement with RemChem that people call them on an appointment basis for disposal of quantities of materials. He said we want to "get our foot down," and do this at the household level.

Commissioner Vigil asked if there is some kind of signage indicating the limitation of the HHW facility. She said her fear is that people will think it is a free day to throw, for example, a microwave.

Mr. Kippenbrock said they are getting the message out as they grow closer to opening the facility.

Ms. Merrill said there are a lot of people in the community who don't use the website. However, for those that do, the "website is completely geared for that." She said they have slightly expanded the electronics list as well, which includes anything with a cord and is battery operated, except for televisions. She said they can take CDs as well, reiterating this information is included at the website.

Commissioner Vigil said this is wonderful service, but we need some sort of marketing strategy to get the word out. She said it has to be very definitive in terms of waste which can be accepted and it needs to clearly define the limitations of what we are accepting and not accepting.

Mr. Kippenbrock said the HHW facility will be able to accept just about everything under the term Household Hazardous waste. He said the exceptions are ammunition, sharps and pharmaceuticals.

Commissioner Vigil reiterated that we need to delineate clearly what is "household hazardous waste," which she believes will be very helpful for the public.

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Mayfield, to approve the request to approve Amendment No. 3 to Professional Services Agreement with J.R. Miller & Associates, Inc., as presented.

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

Commissioner Mayfield asked about disposal of plastic from [inaudible].

Mr. Kippenbrock said he doesn't know, but doesn't believe it comes through our facility. He said this is something EMD has looked into, and it is handled differently, but he is unsure of the proper procedure.

**MOTION:** Commissioner Holian moved, seconded by Councilor Trujillo, to approve the request for a budget increase as presented in Item VI(C)(1).

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

- (D) **REQUEST FOR APPROVAL OF CHANGE ORDER NO. 1 TO BID NO. 11/40/B WITH ESA CONSTRUCTION OF ALBUQUERQUE, NM, FOR THE CONSTRUCTION OF A HOUSEHOLD HAZARDOUS WASTE COLLECTION FACILITY AT THE BUCKMAN ROAD RECYCLING AND TRANSFER STATION IN THE AMOUNT OF \$11,121.63.**
  - (1) **APPROVAL OF BUDGET INCREASE FROM 5500.100700 (CASH) TO BE APPORTIONED BETWEEN 52504.570400 (BUILDING AND STRUCTURES) AND 52504.570300 (IMPROVEMENT TO LAND OTHER THAN BUILDING) IN THE TOTAL AMOUNT OF \$11,121.63.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 14, 2011, 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:** Councilor Trujillo moved, seconded by Commissioner Vigil, to approve the request for approval of Change Order No. 1 to Bid No. 11/40/b with ESA Construction of Albuquerque, as presented.

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

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, to approve the budget increase as presented in Item VI(D)(1).

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

Chair Romero said it is really exciting to get this on line, noting this was started when she first came on this Board. She noted at that time, she was called by a constituent who was storing paint in his garage in anticipation of this facility being built. She said there were questions from City Councilors about just holding an annual event, but this will allow year-round disposal of household hazardous waste and multiple uses throughout the year.

Responding to Commissioner Vigil, Mr. Kippenbrock said he doesn't know the exact date, but it is on track to open sometime in March 2012.

**(E) REQUEST FOR APPROVAL TO TERMINATE THE JOINT POWERS AGREEMENT BETWEEN THE SANTA FE SOLID WASTE MANAGEMENT AGENCY AND THE NEW MEXICO CORRECTIONS DEPARTMENT FOR LITTER CONTROL AND MINOR MAINTENANCE FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "5 Please see Exhibit "5 for specifics of this presentation.

**MOTION:** Councilor Trujillo moved, seconded by Commissioner Holian, to approve the request to terminate the Joint Powers Agreement as presented.

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

**(F) REQUEST FOR APPROVAL OF TEMPORARY (SEASONAL) FULL-TIME WORKERS FOR LITTER CONTROL AND MINOR MAINTENANCE FOR THE CAJA DEL RIO LANDFILL AND BUCKMAN ROAD RECYCLING AND TRANSFER STATION.**

- (1) APPROVAL OF BUDGET ADJUSTMENT FROM 52501.510300 (PROFESSIONAL SERVICES) TO 52501.500750 (TEMPORARY FULL-TIME) IN THE AMOUNT OF \$80,000.00.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "6." Please see Exhibit "6" for specifics of this presentation

**MOTION:** Councilor Trujillo moved, seconded by Commissioner Holian, to approve the request for temporary (seasonal) full-time workers as presented.

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

**MOTION:** Commissioner Holian moved, seconded by Commissioner Vigil, to approve the budget increase as presented.

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

**(G) DISCUSSION WITH POSSIBLE ACTION TO AMEND THE MEMBERSHIP OF THE SOLID WASTE ADVISORY COMMITTEE.**

Randall Kippenbrock, Executive Director , presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "7." Please see Exhibit "7" for specifics of this presentation.

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve all of the individuals proposed to be appointed to the vacant positions, and to appoint John Lopez to replace Walter Wait as a County at Large representative.

**DISCUSSION:** Commissioner Mayfield asked what we can do to allow other people to participate, and asked if individuals can attend and offer comment.



Mr. Kippenbrock said they can attend and offer comment.

Commissioner Mayfield asked about expanding the Board to provide for alternate members. He said Mr. Mayfield had presented an attendance history of individuals, and said he recalls there wasn't always full attendance at the meetings.

Mr. Kippenbrock said there was always a quorum except for one meeting.

Commissioner Mayfield asked if all members were present when there was a quorum.

Mr. Kippenbrock said no.

Commissioner Mayfield said he was contacted by Andrew [inaudible], and reiterated he would like to expand the Committee to provide for 1-2 alternates at-large, on behalf of people who don't attend.

Mr. Kippenbrock said there are two County at-large members and two City at-large members.

Commissioner Vigil said this would require an amendment to the Joint Resolution. She said Andrew came to see her initially before he went to Commissioner Mayfield. She said she explained to Andrew that the residents represent the area, and explained the difficult issues in getting rid of the basalt plant. She said George Collins continues to want to serve, and it would be good for Andrew to talk to George. She said an alternate gets lost on the Committee because they have no voting power. She said Andrew has attended meetings and voiced his opinion and believes he's been heard very well. She saw him last night, and she will talk to him about this. She said perhaps the way he should approach this is to work with George Collins, because that is the appointment that represents the district which is the most impacted by the landfill and the recycling center.

Responding to Commissioner Mayfield, Commissioner Mayfield said George Collins has been a diligent member, and he also has good communications with Andrew, and perhaps Andrew might serve as an alternate.

Commissioner Mayfield suggested perhaps we might want to consider term limits to allow new people to come onto the Board, commenting they bring different ideas.

Mr. Kippenbrock said he will look at the SWAC by-laws and perhaps term limits could be established.

Commissioner Trujillo said he would like to see that.

Chair Romero said perhaps we can review the by-laws at the next meeting.

Mr. Kippenbrock said it is important to keep in mind that SWAC was formed to develop a Solid Waste Plan. Once that was done, it was recommended that SWAC continue to meet to ensure that we are implementing the principles and the goals. He said SWAC likely will meet 2-4 times a year to look at how we are going with implementing the principles and goals.

Commissioner Mayfield asked where SWAC meets, and wants to be sure the public has the opportunity to attend and be heard for the record.

Mr. Kippenbrock said the City posts all of its agendas, and Jodie Garcia is in charge of that for SWMA, and Ms. Garcia if it is published in the newspaper.

Ms. Garcia said no, because the Board attorney at the time said it was unnecessary.

Responding to Commissioner Mayfield, Mr. Kippenbrock said SWAC meets at the Genoveva Chavez Center, noting SWAC has met at BuRRT and the members have done a physical tour of the facilities.

Commissioner Mayfield suggested the Board could meet at SWMA.

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

**(H) DISCUSSION WITH POSSIBLE ACTION TO APPROVE THE CITY OF SANTA FE AND SANTA FE COUNTY TO DEVELOP AND IMPLEMENT FLOW CONTROL ORDINANCES FOR SOLID WASTE GENERATED IN SANTA FE COUNTY.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "8." Please see Exhibit "8" for specifics of this presentation.

Mr. Kippenbrock said there has been a decrease in materials to the landfill mostly due to the crease of construction and demolition waste, and would like to approach the City and County about this issue.

**MOTION:** Commissioner Vigil moved, seconded by Commissioner, to direct staff to approach both the City of Santa Fe and Santa Fe County, to discuss the development and implementation of flow control ordinances for solid waste generated in Santa Fe County.

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

**(G) REQUEST FOR APPROVAL OF 2012 MEETING CALENDAR.**

Randall Kippenbrock, Executive Director, presented information regarding this matter from his Memorandum dated November 14, 2011, with attachments, to the SFSWMA Joint Powers Board, is incorporated herewith to these minutes as Exhibit "9." Please see Exhibit "9" for specifics of this presentation

**MOTION:** Commissioner Vigil moved, seconded by Commissioner Holian, to approve the 2012 Meeting Calendar as presented.

**DISCUSSION:** Chair Romero said we need to set the monthly meeting date and time, but the Board may or may not meet monthly, and there is the possibility the Board might meet every other month.

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

**VII. MATTERS FROM THE BOARD**

Commissioner Mayfield said only one individual, Mr. Lopez, didn't provide a biography to serve on the SWAC.

Commissioner Vigil said Mr. Lopez currently is out of the country, but he will be back by the next meeting. She said she spoke with Mr. Lopez and he is interested in serving, but didn't provide a biography because he was out of the country. Commissioner Vigil noted that Mr. Lopez is a retired federal employee, and is looking for ways to serve the County.

Commissioner Mayfield said he was contacted by Mr. Leyba, and asked if permits are needed for gravel and mining.

Mr. Kippenbrock said he met with Santa Fe Land Use and the answer is no at this time. He spoke with Steve Ross at the County and Steve Ross said he will handle this at the County level.

Commissioner Holian said there was a suggestion for BuRRT to collect cereal boxes and run them through for mulch.

Mr. Kippenbrock said there are issues with the waxy coating, and doesn't know if it would work.

Responding to a question from the Board, Mr. Kippenbrock said the issue of permits for gravel and mining continue to be brought up by Mr. Leyba, but the question has been answered by legal staff.

Chair Romero said Mr. Leyba is welcome to come here and ask this or any other question of the Board at any meeting.

**VIII. NEXT MEETING DATE**

The next meeting of the Board will be January 19, 2012.

**X. ADJOURNMENT**

There was no further business to come before the Board, and the meeting was adjourned at approximately 1:15 p.m.

**APPROVED BY:**

Rosemary Romero  
Rosemary Romero, Chair

ATTESTED TO  
Yolanda Vigil, City Clerk  
SUBMITTED BY:  
Melessia Helberg



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss  
SOLID WASTE MINUTES  
PAGES: 216

I Hereby Certify That This Instrument Was Filed for  
Record On The 7TH Day Of February, 2012 at 02:34:52 PM  
And Was Duly Recorded as Instrument # 1659726  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Valerie Espinoza  
Deputy County Clerk, Santa Fe, NM

Melessia Helberg  
Melessia Helberg, Committee Stenographer

SFC CLERK RECORDED 02/07/2012

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** November 14, 2011  
**Subject:** Request for Approval to Purchase a L110G Volvo Wheel Loader from Golden Equipment Company of Albuquerque, NM, Under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the Amount of \$211,569.92. This is to Replace the L120D Volvo Wheel Loader (Unit 1432).

## BACKGROUND AND SUMMARY:

On September 22, 2005, the Board approved the Agency to enter into a lease with the City of Santa Fe to operate the City of Santa Fe Transfer Station, which was subsequently renamed the Buckman Road Recycling and Transfer Station (BuRRT). The lease commenced on January 1, 2006 and will terminate on January 1, 2016 unless it is extended for an additional ten (10) year term.

On November 17, 2005, the Board approved to purchase equipment from the City of Santa Fe Solid Waste Transfer Station. By joint agreement the Agency and the City of Santa Fe hired a certified appraiser to appraise 22 assets belonging to the City's Transfer Station that the Agency identified as essential for the Agency's operation of the transfer station. The total appraised value of these assets was \$426,200.00. One of the assets was a 2000 Volvo L120D wheel loader (Unit 1432) equipped for waste handling at a transfer station. The loader had 2,776 machine hours and was appraised at \$92,000.00

Currently the loader has approximately 21,300 machine hours on it. Overall it is in fair condition however, because of the high machine hours, major cost repairs could potentially arise from one of the four main components - engine, transmission, final drives, and hydraulic system. Typically, the estimated useful life of a loader utilized at a transfer station is 15,000 to 20,000 machine hours. Based on the high machine hours and the current need to replace the cutting edges on the loader bucket and two foam filled tires, the Agency recommends a replacement.

On October 21, 2011, the Agency received a written quote for a L110G Volvo wheel loader from Golden Equipment Company of Albuquerque, NM. Golden Equipment quoted the cost of a loader under the HGAC Contract No. EM06-11 to be \$211,569.92. The HGAC (Houston-Galveston Area Council) contract provides a 36% discount off the list price, which is \$125,731.08. The loader has a certified Tier 4 engine to reduce emissions such as particulate matter and nitrogen oxides. The loader is equipped for waste handling including guards at key points, a rear view camera, a 7.2 cubic yard refuse bucket with cutting edges,

a general purchase bucket, a fork attachment, and foamed filled tires. Golden Equipment offered a trade-in value for Unit 1432 of \$35,000.00. Also, included in their written quote is a 5-year / 5,000 hour Component Assurance Program.

The loader was appraised by Golden Equipment at \$35,000.00.

The table below shows the cost breakdown of a new L110G Volvo wheel loader.

Description	L110G Volvo Wheel Loader
List Price for a Standard Machine	\$284,807.00
Options (Guards and Attachments)	64,446.00
Less HGAC 35% Discount off Price List	(125,731.08)
Less Trade-In (Unit 1432)	(35,000.00)
5 Year / 5,000 Hour Component Assurance Program.	8,228.00
Foam Filled Tires	9,720.00
Freight	3,500.00
Start Up Fee	1,600.00
Total	\$211,569.92

The Agency feels that the new loader will not only provide the best value for the BuRRT operation but also provide significant savings resulting from lower fuel consumption.

The estimated delivery date of the new loader is March 2012.

**ACTION REQUESTED:**

The Agency is requesting the Board approve the purchase of a L110G Volvo wheel loader from Golden Equipment Company of Albuquerque, NM, under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the amount of \$211,569.92.

The Agency also requests approval of a budget increase from 5502.100700 (Equipment Replacement Reserve) to 52504.570500 (Equipment Capital Outlay) in the amount of \$211,569.92.

Attachments: Budget Adjustment Request (BAR)  
Golden Equipment Company's Written Quote under HGAC Contract No. EM06-11 for a L110G Volvo Wheel Loader  
Appraiser Report for Unit 1432 (L120D Wheel Loader)  
Photograph of Unit 1432

**ATTACHMENT**

Budget Adjustment Request (BAR)

SPC CLERK RECORDED 02/07/2012

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

DEPARTMENT NAME SANTA FE SOLID WASTE MANAGEMENT AGENCY			DATE	
ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
Transfer-Out Equipment Replacement Fund	52502.700150	05500	211,569.92	
Transfer-In Operating Fund	51500.600150	05502	211,569.92	
C/O Equipment	52504.570500		211,569.92	
			\$ 634,710	\$ -

Budget increase to be funded from 5502.100700(Cash reserves SWAMA Equipment Replacement Fund) to the Operating Fund (5500) for the purchase of a L110G Volvo Wheel Loader

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

SFC CLERK RECORDED 02/07/2012



**ATTACHMENT**

Golden Equipment Company's Written Quote under HGAC Contract No. EM06-11  
for a L110G Volvo Wheel Loader

BPC CLERK RECORDED 02/07/2012



Finding Innovative Solutions

October 21, 2011

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

Re: Machine Proposal

Dear Mr. Kippenbrock

Golden Equipment Company is please to quote the following equipment for your consideration:

Equipment Specifications

One New L110G Volvo Wheel Loader, with the following standard features;

- Volvo D8H Tier 4i Diesel Engine
- Rims 3pc for 23.5-25 Tires
- 23.5R25 L-3 XHA Michelin Tires
- Fuel Fill Strainer
- Reversible Cooling Fan
- ISRI Air Suspension, Heated Operators Seat, 3" Seat Belt
- Air Conditioning with Automatic Climate Control
- Sliding Window in Door
- Rear View Camera with Color LCD Monitor
- Back Up Alarm
- Front Frame Footsteps
- Rear Mudguard Mounted Guardrails, Right and Left Sides
- CareTrack, GSM/Satellite Capable
- Three Year Subscription to CareTrack

List Price for Standard Machine

\$284,807.00

Options

- |  |            |
|--|------------|
| • Maximum Fan Speed for Hot Climates               | \$126.00   |
| • Turbo II Air Pre Cleaner                         | \$1,034.00 |
| • Engine Block Heater, 120v                        | \$701.00   |
| • Carbon Cab Filter for Foul Smelling Environments | \$376.00   |
| • Left Hand Arm Rest                               | \$161.00   |
| • Forward Mirror for Visibility Over Large Buckets | \$0.00     |
| • Front Work Lights, Beside Headlights             | \$422.00   |

Albuquerque  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

Farmington  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

Durango  
29268 Hwy 160  
Durango, CO 81301  
970-247-8830



FINDING *Innovative* SOLUTIONS

• Dual Front, Cab Mounted Work Lights	\$122.00
• Dual Rear, Cab Mounted Work Lights	\$122.00
• Rotating Warning Beacon	\$421.00
• Boom Suspension System	\$5,385.00
• Headlight Guards	\$376.00
• HD Tail Light Guards	\$775.00
• Cover Plates Under Cab	\$1,157.00
• Front Belly Guards	\$3,033.00
• Rear Belly Guards	\$3,476.00
• Heavy Duty Main Valve Cover and Differential Lock Guard	\$948.00
• Center Hinge & Rear Frame Guard	\$2,066.00
• Wheel Axle Seal Guards	\$1,085.00
• Boom Cylinder Hose and Tube Guards	\$1,868.00
• 113" 4.4 Yd3 Hook-On General Purpose Bucket	\$12,484.00
• 118" 7.2 Yd3 Hook-On Refuse Bucket	\$19,645.00
• 113" 3pc Bolt-On Edge Kit, STE	\$1,731.00
• 118" Rubber Bolt-On Edge	\$3,374.00
• 57" Fork Tine, Straight, 6" x 2.4"	\$1,309.00
• 59" Heavy Duty Fork Frame	\$2,249.00

List Price for Machine Options

\$64,446.00

Trade In

One 2000 Volvo L120D Wheel Loader, with the following attachments; (\$35,000.00)  
 General Purpose Bucket  
 Refuse Bucket  
 Snow Plow  
 Sweeper  
 Approximately 21,000 hours  
 Serial No. 63022

Subtotal Machine		\$349,253.00
Less HGAC 36% Discount off List	(\$125,731.08)	\$223,521.92
Less Trade	(\$35,000.00)	\$188,521.92
5 Year/5000 Hour Component Assurance Program		\$8,228.00
Foam Filled Tires		\$9,720.00
Freight		\$3,500.00
Start Up Fee		\$1,600.00
Subtotal		\$211,569.92
NM State Sales Tax N/A		\$0

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TOTAL INVESTMENT

\$211,569.92

F.O.B. Santa Fe

This machine is priced in accordance with HGAC contract number EM06-11.  
This quote is good for 90 days.

Customer Acceptance

I hereby authorize Golden Equipment Company to order the equipment as specified above in this Quotation, and have read and agree to all the Terms and Conditions set forth hereof, including payment of the total cost indicated.

Quote #:

Equipment: One New L110G Volvo Wheel Loader

By:

Date:

Title:

Company:

Thank you for inviting Golden Equipment Company to provide your equipment solutions. If you should have any questions, please feel free to contact our office.

Best Regards

Flavio Salazar  
Customer Development Manager

Albuquerque  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

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1150 Madison Lane  
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29268 Hwy 160  
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970-247-8830

GoldenEquipment.com

SFC CLERK RECORDED 02/07/2012



*Finding Innovative Solutions*

**GOLDEN EQUIPMENT COMPANY  
TERMS AND CONDITIONS OF QUOTATION AND SALE**

1. **QUOTATIONS.** Prices, deliveries and specifications quoted by GOLDEN EQUIPMENT COMPANY are furnished for information purposes only and are not binding upon GOLDEN EQUIPMENT COMPANY in any manner. A contract binding GOLDEN EQUIPMENT COMPANY and a written acknowledgment from GOLDEN EQUIPMENT COMPANY to buyer accepting that purchase order. GOLDEN EQUIPMENT COMPANY Terms and Conditions of Sale shall apply to all sales, and prices will be those in effect at time of shipment.
2. **GENERAL.** These terms and conditions supersede all prior communications and agreements and shall be deemed to be exclusive and complete. Notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser (to which Golden Equipment Company hereby objects), all sales and shipments shall be only upon these terms and conditions which shall not in any way be modified or waived, except by agreement in writing by a duly authorized representative of Golden Equipment Company. Section headings are for purposes of convenience only.
3. **DELIVERY.** Unless otherwise stated in Golden Equipment Company's proposal, all equipment sold is delivered F.O.B. point of shipment. Where the scheduled delivery of equipment is delayed by Purchaser or by reason of any of the contingencies referred to in Section 7. Golden Equipment Company may deliver such equipment by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Golden Equipment Company reserves the right to make delivery in installments.
4. **TITLE AND RISK OF LOSS.** The equipment sold shall remain the personal property of Golden Equipment Company and shall remain personal property until fully paid for in cash. Purchaser hereby grants Golden Equipment Company a security interest in the goods sold and agree, if requested by Golden Equipment Company, to execute a security agreement covering the equipment sold and to perform all acts that may be necessary to perfect and assure retention of title to such equipment by Golden Equipment Company. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pose to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment.
5. **WARRANTY DISCLAIMER.** Golden Equipment Company, assigns to the Purchaser all warranties, if any, extended by the manufacturer or distributor of new equipment. Purchaser understands that manufacturer warranties may not apply in the event any equipment is used other than for its intended purpose or in the event of any modifications or changes by Purchaser or others to the equipment as originally manufactured. GOLDEN EQUIPMENT COMPANY DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. USED EQUIPMENT SOLD BY GOLDEN EQUIPMENT COMPANY IS SOLD "AS IS" WITH NO REPRESENTATION OR WARRANTY, AND GOLDEN EQUIPMENT COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED OTHER THAN AS MAY BE EXPRESSLY AGREED TO BY GOLDEN EQUIPMENT COMPANY IN WRITING, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES ARE FOB; GOLDEN EQUIPMENT COMPANY.
6. **LIMITATION OF AVAILABILITY.** IN NO EVENT SHALL GOLDEN EQUIPMENT COMPANY BE LIABLE FOR SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE PURCHASER FOR SUCH OR OTHERS DAMAGES WHETHER ON ACCOUNT OF EQUIPMENT FURNISHED HEREUNDER OR DELAYS IN DELIVERY THEREOF OR SERVICES PERFORMED UPON OR WITH RESPECT TO SUCH EQUIPMENT. GOLDEN EQUIPMENT COMPANY'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OF BREACH THEREOF, OR FROM THE DESIGN
7. **FORCE MAJEURE.** Golden Equipment Company shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other concerted action of workmen, act, or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.
8. **PRICE ADJUSTMENT.** The price does not include any federal, state, or local property, license privileges, sales, service, use, excise, value added, gross receipts, or other like taxes that may now or hereafter be applicable to, measured by, or imposed upon or with respect to this transaction, the property, its purchaser, sale, replacement, value, or use, or any services performed in connection therewith. Purchaser agrees to pay or reimburse Golden Equipment Company, its subcontractors, or suppliers any such taxes that Golden Equipment Company, its subcontractors, or suppliers are required to pay or collect or that are required to be held by Purchaser. The price of any equipment or portion thereof that is unshipped as of the effective date of any increase or decrease in Golden Equipment Company's selling price shall be adjusted accordingly. Price change shall not apply to any portion of the equipment shipped prior to the effective date of the price change. If shipment is delayed due to acts or omissions of Purchaser of due to any of the causes specified in Section 7 herein, shipment shall mean the actual date of shipment. Purchaser shall pay to Golden Equipment Company, in addition to the purchase price, any amount by which transportation charges may be increased by reason of increased transportation rates, between the date of the price quotation and the time of shipment.
9. **INFORMATION FURNISHED PURCHASER.** Any design, manufacturing drawings, or other information or materials submitted to the Purchaser remain the exclusive property of Golden Equipment Company or its suppliers and may not, without its consent, be copied or communicated to a third party.
10. **ASSIGNMENT.** Any assignment of this contract, or any rights hereunder, without prior written consent of Golden Equipment Company by a duly authorized representative thereof shall be void.
11. **PARTIAL INVALIDITY.** If any provision herein or portion thereof shall for any reason be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision or portion thereof, but these conditions shall be construed as if such invalid or unenforceable

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## L110F (Light)

(Typical work year: 50 Weeks/year, 5 days/week, 8 hrs/day)

	Volvo	Caterpillar	Volvo	Komatsu	Volvo	Deere	Volvo
	L110F (Light)	950H (Light)	Advantage	WA380-6 (Light)	Advantage	644K (Light)	Advantage
Fuel Consumption	2.00 GPH	2.30 GPH	3.25 CPG	3.00 GPH	3.25 CPG	3.10 GPH	3.25 CPG
Per Hour	\$6.50	\$7.48	\$0.98	\$9.75	\$3.25	\$10.08	\$3.58
Per Day	\$52.00	\$59.80	\$7.80	\$78.00	\$26.00	\$80.60	\$28.60
Per Week	\$260.00	\$299.00	\$39.00	\$390.00	\$130.00	\$403.00	\$143.00
Per Month	\$1,040.00	\$1,196.00	\$156.00	\$1,560.00	\$520.00	\$1,612.00	\$572.00
Per Year	\$13,000.00	\$14,950.00	\$1,950.00	\$19,500.00	\$6,500.00	\$20,150.00	\$7,150.00
Four Years	\$52,000.00	\$59,800.00	\$7,800.00	\$78,000.00	\$26,000.00	\$80,600.00	\$28,600.00

## Volvo Construction Equipment Total Cost of Ownership Calculator

Choose Volvo Model **L120F**

Click and drag the blue sliders to adjust values

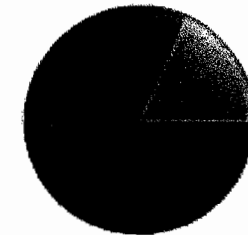
Purchase Price		\$260,000
Purchase price, excl tires / tracks		\$241,963
Depreciation time (years)		5
Residual value		\$113,990
Depreciation cost (year)		\$25,595
Interest (%)(year)		0%
Interest cost		\$-
Machine tax (per year)		\$0
Insurance (per year)		\$0
Fuel Cost (per gal)		\$3.50
Fuel Consumption (gph)		2.20
Cost of Tires / Tracks (per set)		\$18,037
Lifetime of Tires / Tracks (hours)		5000
PM & Repair (per year)		\$13,180
Operator Cost (per year)		\$71,460
Operating Hours (per year)		3573

### Ownership Cost Per Hour

Depreciation	\$7.16
Interest	\$-
Machine Tax	\$-
Insurance	\$1.60

**TOTAL FIXED COST PER HR.  
\$8.76**

### Ownership Cost Per Hour



- Depreciation
- Interest
- Machine Tax
- Insurance

### Operating Cost per Hour

Fuel	\$7.70
Tires / Tracks	\$3.61
PM & Repair	\$3.69

**TOTAL VARIABLE COST/ HR.  
\$15.00**

### Operating Cost Per Hour



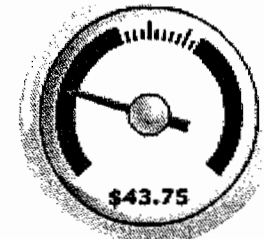
- Fuel
- Oil, Grease, & Filters
- Tires / Tracks
- PM & Repairs

### Total Cost Per Hour

<b>\$8.76</b>	Ownership Cost per Hour
<b>\$15.00</b>	Operating Cost per Hour
<b>\$20.00</b>	Operator Cost per hour
<b>\$43.75</b>	<b>TOTAL COST PER HOUR</b>

### Benchmark Cost Per Hour

**\$84.39**



**\$43.75**

Volvo Construction Equipment North America, Inc. and its subsidiaries and affiliates (collectively "Volvo CE") hereby disclaims any and all expressed or implied warranties regarding the cost data, the calculations contained therein, or the appropriateness of equipment used in the analysis, including, without limitation, any warranties of merchantability or fitness for a particular purpose. In no event shall Volvo CE be liable to the entity for whom the report was created (or any other entity) for any indirect, incidental, consequential, or special damages, including without limitation, lost revenues or profits.

VOLVO WHEEL LOADER

L110G



### Main Features and Benefits

- Higher horsepower (~ +10%), torque (~ +20%) and stability
- Improved lifting (~ +25%) and breakout (~ +15%) forces
- Rear opening hood and a reversible fan
- Volvo Tier 4i-Certified Engine
- Adjustable declutch gives operator choices
- Electro hydraulic controls are standard - all "kick-outs" adjustable from inside the cab
- Engine oil and fuel filters in one location for easy maintenance and lower downtime
- Reverse camera is standard equipment
- CareTrack is free for three years and provided as standard equipment

### Basic Specifications

- Volvo D8 H Tier 4i Engine -  
255 hp (190 kW) @ 1300 rpm (net)  
920 lbf ft (1248 Nm) @ 1400 rpm (net)

- Bucket Volume -  
3.5 -12.4 yd<sup>3</sup> (2.7 - 9.5 m<sup>3</sup>)

- Static Tipping Load at Full Turn -  
24,960 lb (11,320 kg)

- Breakout Force -  
35,460 lbf (157.7 kN)

- Operating Weight -  
39,680 - 44,090 lb (18.0 - 20.0 t)



# VOLVO WHEEL LOADER L110G

## Supporting your Success the Volvo Way.

- **Volvo Certified Technicians** care about your uptime
- **Genuine Volvo Parts** are designed for your machine and delivers premium quality and long life
- **Volvo Customer Support Agreements** ensure top performance: increase your production time, lower your maintenance costs, get expert advice
- **Volvo CareTrack** telematics offers both remote diagnostics for fast repairs plus remotely activated MATRIS downloads that highlight opportunities to increase productivity and mitigate extraneous costs

# VOLVO

## Financial Services

### STANDARD EQUIPMENT

(NOT ALL EQUIPMENT LISTED)

Volvo Tier 4i - Certified Engine - direct injected, electronically controlled, Cooled Exhaust Gas Recirculation and Diesel Particulate Filter

Engine oil remote drain and fill - Transmission oil remote drain and fill - Lubrication manifolds, ground accessible

Pressure check connections: transmission and hydraulic, quick-connects

Tool box, lockable

CareTrack, Telematics, 3-Year Subscription

Three stage air cleaner, pre-cleaner, primary and secondary filter

Indicator glass for coolant level

Preheating of induction air

Fuel fill strainer - Fuel pre-filter with water trap - Fuel filter

Crankcase breather oil trap

Exhaust heat insulation

Exterior radiator air intake protection

Reversible cooling fan

24 V, pre-wired for optional accessories - Alternator 24V/ 80A

Battery disconnect switch with removable key

Fuel gauge - Hour meter - Electric horn

Twin halogen front headlights with high and low beams

Parking lights, double brake and tail lights

Turn signals with flashing hazard light function

Halogen work lights (2 front and 2 rear)

Rear view camera incl. monitor, color

Reverse alarm

Contronic monitoring system

Automatic Power Shift, fully automatic gearshifting, 1-4

PWM-controlled gearshifting

Forward and reverse switch by hydraulic lever console

Indicator glass for transmission oil level

Front, 100% hydraulic diff. lock. Rear, conventional.

Dual brake circuits with dual brake pedals

Parking brake, electrical-hydraulic

Brake wear indicators

ROPS (ISO 3471), FOPS (ISO 3449)

Single key kit door/start, lockable door

Ashtray - Cigarette lighter, 24 V power

Automatic cab heating with fresh air inlet and defroster - Fresh air inlet with 2 filters

Dual interior lights

Dual interior rear-view mirrors - Dual exterior rear-view mirrors - Sliding window, right side, tinted safety glass

Operator's seat, ISRI, air, heat, high back

Retractable seatbelt, 3" (width 75 mm)

Adjustable steering wheel

Operator's seat, KAB, air suspension

Radio with CD-player

Steering wheel knob

Sun blinds, rear or side windows

Timer cab heating

Diff. lock front 100%, Limited Slip rear

Speed limiter settings

Oil cooler and filter front & rear axle

Attachment bracket, cast

Boom suspension system

Electro-hydraulic functions, other

Fire suppression system

Storage compartment, beverage holder

Windshield washer front and rear - interval function for front and rear wipers

Main valve, double acting 2-spool with hydraulic pilots

(3) variable displacement axial piston pumps

Electro-hydraulic servo controls

Auto boom kick-out & bucket positioner

Indicator glass for hydraulic oil level

Hydraulic oil cooler

Fenders, front and rear

Viscous cab mounts

Rubber engine and transmission mounts

Vandalism lock prepared for batteries, engine compartment, radiator grille

Lifting & tie down eyes / Tow hitch

Counterweight, pre-drilled for optional guards

Tires: 23.5 R25

Comfort Drive Control (CDC)

(3) Counterweight types available

Noise reduction kit, exterior

Tires: 750/65R25

### OPTIONAL EQUIPMENT

(NOT ALL EQUIPMENT LISTED)

Automatic lubrication system (standard & long boom)

Full heavy duty guarding options available

Oil sampling valve

Tool kit, wheel nut wrench kit

(3) engine air pre-cleaner types

Radiator corrosion protection

Engine auto shutdown

Engine block heater 120V

Fuel heater

Max. fan speed, hot climate

Fuel filter, extra

Alternator, 80 A with air filter

Anti-theft device

License plate holder, lighting

Rear-view mirrors, adjustable, el.heated

Rotating beacon

(6) Working lights options

Automatic Climate Control, ACC

Asbestos dust protection filter

Cab air pre-cleaner, cyclone type

Lunch box holder

**Volvo Branded Buckets: Rock straight or spade nose, General purpose, Re-handling, Light material**

**Volvo Wear Parts: Bolt-on and weld-on bucket teeth, Segments, Cutting edge in three sections, Fork equipment**

Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machines.

# VOLVO

Volvo Construction Equipment  
www.volvo.com/na

VOLVO WHEEL LOADERS

# RECYCLING & WASTE HANDLING



**MORE CARE. BUILT IN.**



# VOLVO IS A VITAL PART IN THE RECYCLING PROCESS

Volvo wheel loaders support waste handling all the way round in the never-ending business of recycling. Well-matched Volvo drivetrains, hydraulics and attachments offer an optimal combination of performance, fuel economy and environmental care. The growing range of Volvo machines and equipment for your operation will help you collect, load, transport, sort, reload and handle waste – and turn it in to new resources.

## **Machines for all types of waste handling**

Transfer stations, recycling stations and landfill sites, and even local work and operating conditions can vary quite a lot. That is why there is no single standard solution that suits all types of handling and facilities. But with Volvo's complete range of protective equipment and recycling and waste handling attachments, you can tailor your loader exactly for your conditions.

## **Power and agility for fast work cycles**

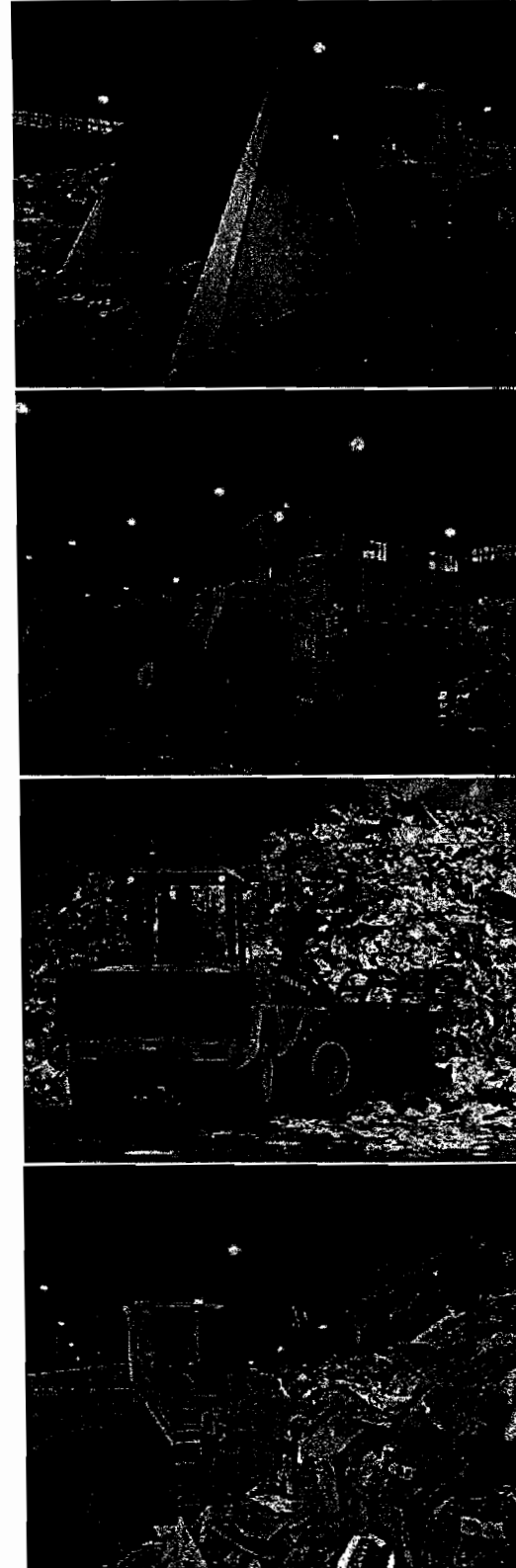
The standard versions of Volvo's wheel loaders are already built for tough environments and are renowned for their high productivity and low fuel consumption. The high-performance engines provide a lot of power and have excellent response and bucket movements are smooth and comfortable. All genuine attachments and optional equipment are purpose-built for recycling and waste handling, and offer the same high quality as the rest of the machine.

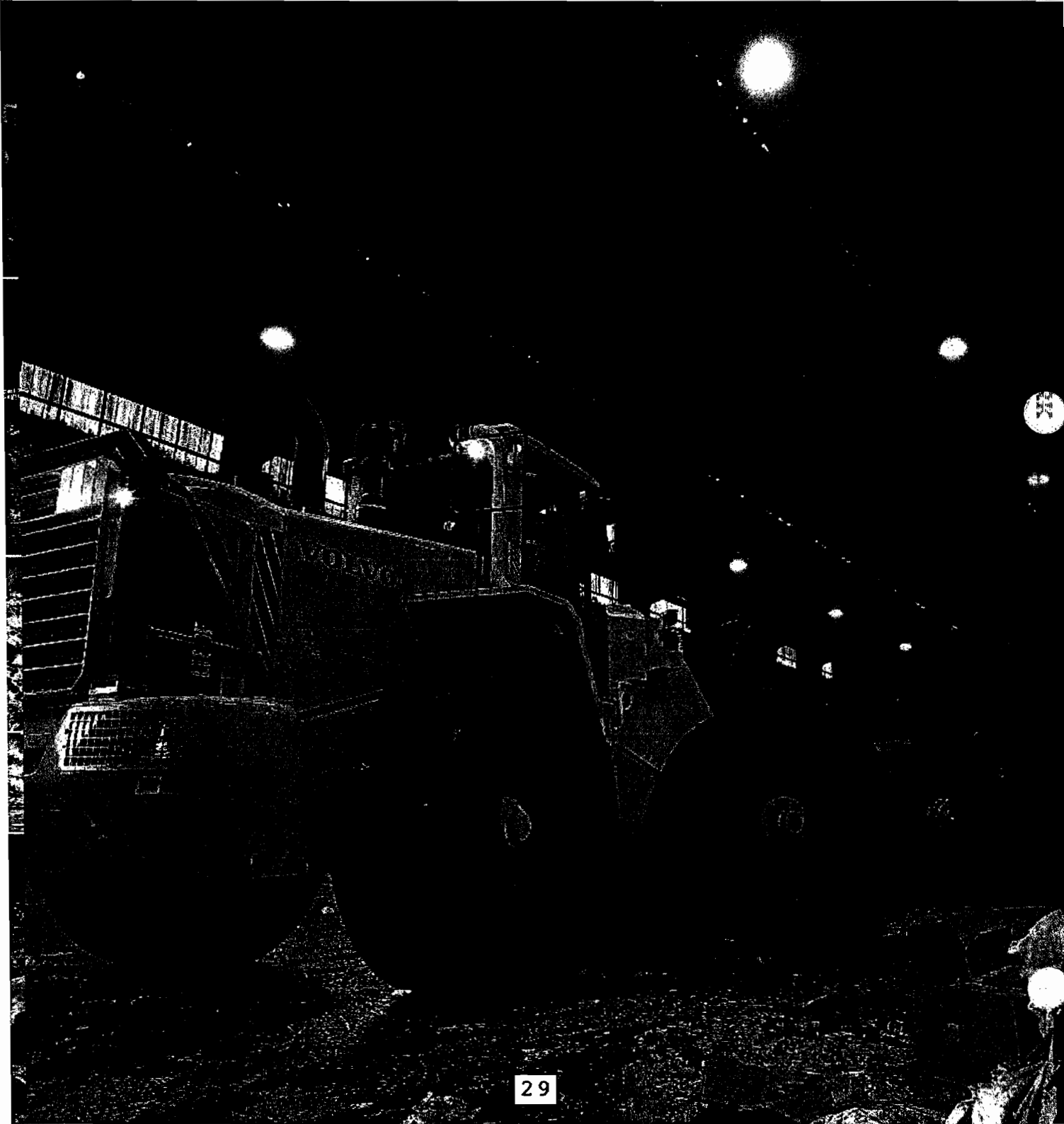
## **A lifetime partner in a never-ending business**

At Volvo, our business is not just about supporting our customers – it's about taking care of our world as well. When you opt for Volvo values, our commitment to quality, safety and environmental care becomes an integral part of your operation. One world is all we've got. One partner is all you need.

## **More than 95 percent recyclable**

Today our wheel loaders are almost completely recyclable. Components such as engine, transmission and hydraulics are overhauled and re-used in our exchange system.







**Exterior radiator air intake protection**

To limit debris from entering the engine compartment, three separate mesh screens are added without affecting cooling capacity.

**Warning beacons**

We offer both rotating beacons as well as flashing strobe lights.

**Rearview camera system**

Color camera system for increased site and operator safety.

**Reversing cooling fan**

Automatically activated reversing fan will remove debris from the radiator/cooling cores.

**Radiator grill guard**

Hinged guard designed for easy service access and protection of the radiator, cooling fan and condenser cores.

**Steel battery boxes**

Hinged steel covers protect the battery boxes from damage and debris. Standard in the US.

**Tail light guards**

Covers protecting both the tail light as well as turn signals.

**Front and rear fenders**

The front fenders can be removed easily to prevent debris build-up. Front and rear fender wideners also available.

**Under cab guard**

Steel plates directly underneath the cab protect the steering valve as well as hydraulic and electrical components.

**Rubber-suspended cab ladder**

Cab ladder moved closer to the cab to protect it from damage without sacrificing operator safety.

# VOLVO OPTIONS AND GENUINE ATTACHMENTS READY FOR RECYCLING & WASTE HANDLING

## **Windshield guard and side and rear window guards**

Complete guarding all around the cab which protects the operator as well as the windshield.

## **Grease line guards**

Protective guarding in areas where grease lines and grease zerks are exposed.

## **Boom cylinder, hose and pipe guards**

Heavy-duty covers and steel spiral hose guards to protect the boom cylinders and hoses from debris.

## **Relocated headlights and headlights guards**

Headlight brackets are moved closer to the front frame and the machine. Additional guards are added to protect the highlight.

## **Front frame cover**

Heavy-duty cover plate protecting the main hydraulic valve and connections.

## **Belly guards**

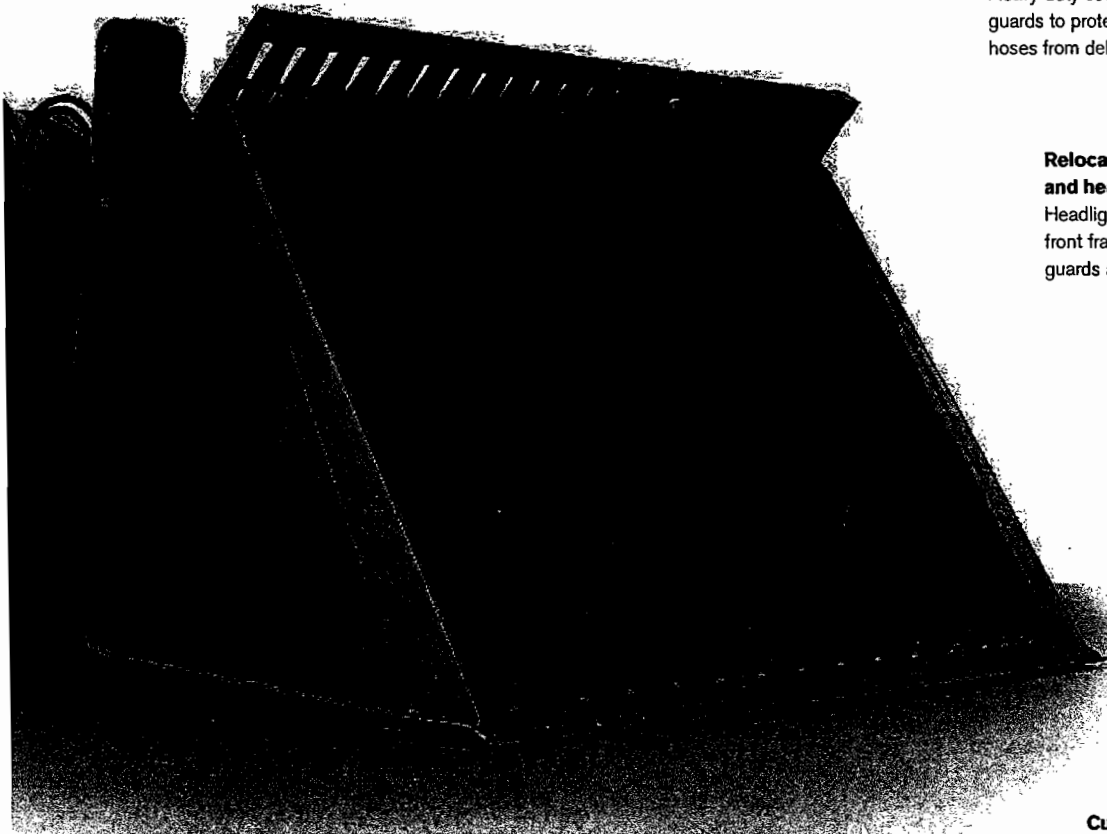
Complete protection of components and hydraulic lines within the front and rear frames. Hinged for easy service access.

## **Steer cylinder and center hinge guards**

Protection of the center hinge area which includes the steer cylinders and the transmission.

## **Custom built recycling and waste handling attachments**

A variety of refuse buckets for the different steps in the waste handling process.



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# TOUGH OPTIONS FOR TOUGH RECYCLING & WASTE HANDLING



## Guarding specifically designed for the waste handling and recycling segments

### Windshield guard, side and rear window guards

The windshield guard protects both the windshield and operator from debris. The water-resistant, heavy-duty, 1/2" tempered glass, breakage-white treatment, Astrotite™. The two side window guards are angled for easy standing and maintenance while the rear window guard can easily be removed using two quick-release catches.

### Rear window wiper system

Rear window wiper system reduces blind spots, and increases site safety while reversing. Improves operator comfort. (Optional)

### Fine suppressor system

Fully automatic fine suppressor system. A water based system with foam which can also be activated manually inside the cab or on the job.

### Easy Accessible Main Battery Disconnect Switch

Additional main battery disconnect switch located near the cab for quick and easy access. To raise a cover and allow access, it is possible to disconnect the switch to prevent the machine from being started or moved.

### Anti-airborne mist

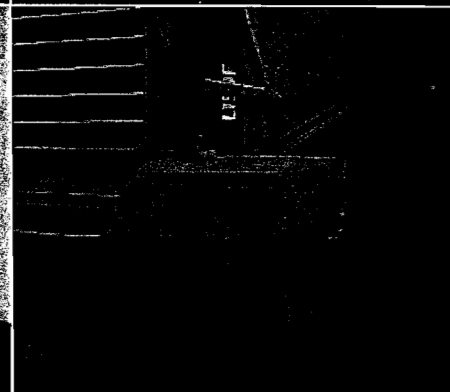
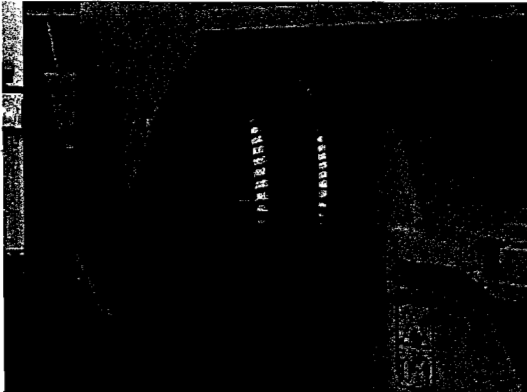
The cab air pre-filterer is specially designed for very dusty applications. The pre-filter catches most of the dust before the rear window.

### Cab Air Filter for Asbestos Environment

Provides the operator with additional clean air in contaminated work conditions. A special, disposable cartridge.

### Additional, adjustable seat

Standard adjustable seat appears have been standard. To support those seats of the cab access features. In addition to being, features they have also been the left side of the machine, making it difficult to change or repair the details in extreme conditions.



**Room cylinder (no shield) components**  
 Designed to work with above cylinder hoses and pipes, these "box-type" structures prevent debris from reaching the hoses and computers when debris becomes trapped between the front barrier and the room cylinder. Steel wire mesh guards and a protective PVC-encased door provide protection against debris from window to fire main pipe.

**Radiation shielding assemblies**  
 The weight assemblies have been moved closer to the front frame to reduce the risk of damage.

**Frontlight guards**  
 Protect the readlight, yard lights and turn signals from debris that may break or damage the lenses.

**Tail light guards**  
 Protect the tail lights and turn signals from debris that may break or damage the lenses.

**Automatically retracting retractable seating bin**  
 Bin is fitted with hydraulic ratchet and automatically retracts the bin to the rear of the truck to prevent debris from entering the bin. Bin is made of steel for strength and corrosion resistance. Standard 10" x 10" x 10" bin.

**Whispering bin (tail light guard bin)**  
 Connected to main body of bin. Bin is made of steel for strength and corrosion resistance.



# TOUGH OPTIONS FOR TOUGH RECYCLING & WASTE HANDLING



## Roller boxes (1400)

Steel roller boxes replace the plastic pallets for a more rigid pallet plate and the rollers from damage. Standard in the US.

## Roll frame (1400)

Prevents debris from collecting under the roll frame while discharging the material. Hydraulic roller and its connections from possible damage.

## Steel window and center frame (1400)

Prevents protection for exposed parts in the centering area, including the steel cylinder, transmission, as well as hydraulic and electrical lines and connections. Transmission dipster replaces the transmission oil sight gauge to ensure monitoring of the transmission oil level.

## Grass windup (1400)

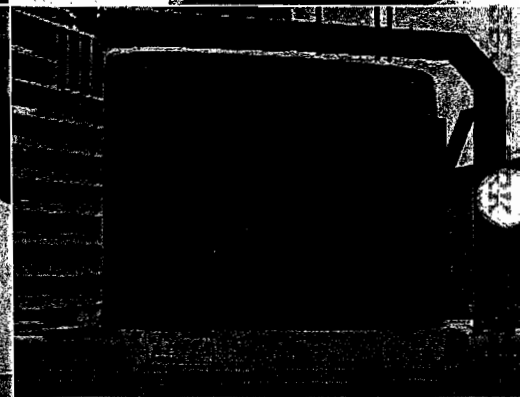
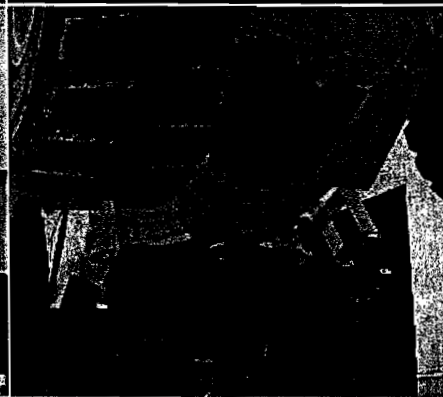
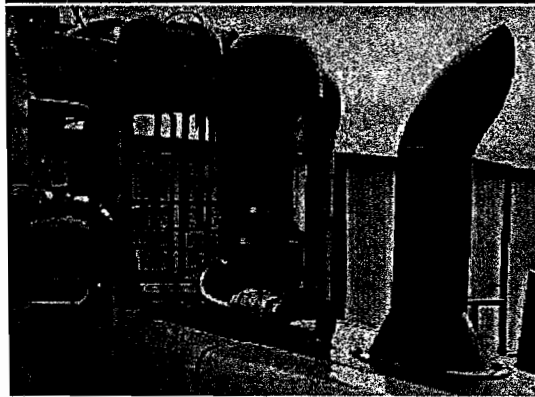
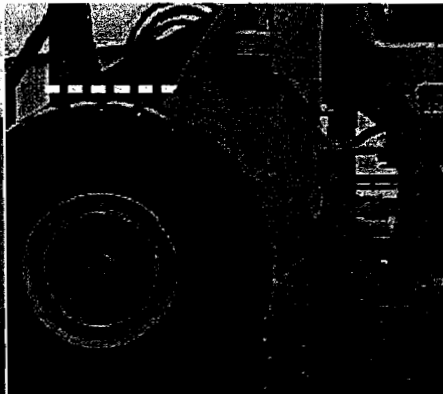
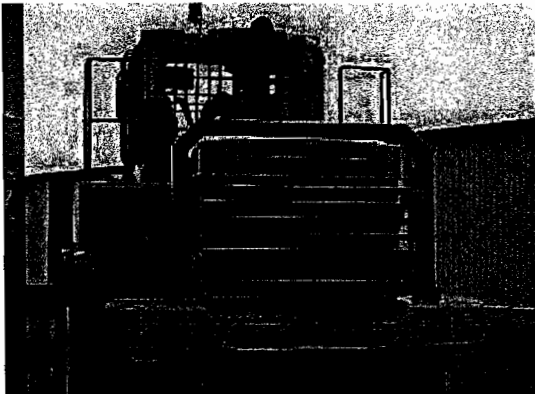
Protective grates are used to cover exposed grass tubes and parts where possible. Some grass tubes are damaged by heavy-duty material tubes.

## Wheel axle (1400) guards

Designed to keep material from wrapping around the axle during operation and damaging the axle seals.

## Undercarriage

Designed to protect the components located directly underneath the unit, including the steering system, hydraulic lines and electrical wiring.



#### Reduction of Vibration

Protects the gills cooling fan motor and condenser from damage when working in severe conditions. It is designed to reduce easy vibration and maintenance.

#### Air Protection

Air protection is available for even better life of the engine motor in a situation of higher cleaning capacity. These air cleaners are highly effective in mechanical applications, as they are not connected to the exhaust system.

#### Front and Rear Axles

The front axles can be removed to reduce the possibility of road's interference with the rotation of the wheels and tires. The front axle and rear axle systems can be removed to reduce maintenance and Z/O savings.

#### Ball Joint Protection

Control and reduce the components between the front and rear axle, between the axle range and the suspension axle including the drive shaft, universal joints and shaft lines. It is designed to reduce vibration and maintenance.

#### Ball Joint Protection

Control and reduce the components between the front and rear axle, between the axle range and the suspension axle including the drive shaft, universal joints and shaft lines. It is designed to reduce vibration and maintenance.

#### Extended Life of the Motor

Heavy duty motor with a long life span and a long life span.

# GENUINE ATTACHMENTS FOR RECYCLING & WASTE HANDLING



Volvo offers a wide selection of genuine attachments for waste handling. Volvo genuine attachments and wear parts are built to the same quality standards as our wheel loaders.

#### Range Buckets

Range Buckets are specifically designed for waste handling. With high strength steel and a full guard optimized for maximum visibility, these buckets are made to move waste quickly, efficiently and safely.

#### Pickup grapples

Pickup grapples take clean and care sweeper with waste, dirt and water. More efficient grabs and releases dust.

#### High Lift Material Buckets

High Lift Material Buckets feature increased dump height over standard light material buckets because of its hydraulically lifted front bolster frame. These High Lift buckets have high capacity for low density materials and is standard equipped with steel bolter roller system.

#### Range Grapple Buckets

Range Grapple Buckets with extending telescopic boom design are ideal for possible operations for both loading the material and dumping. Carrying the material in two stages, telescopic boom arms available in 10 different ways of handling, allows to push more material closer to the fully extended on the bucket and to limit dumped material.

#### Roller ramp

For attached handling and carrying of waste paper bales and other materials with rollers. Strong, sturdy and made of steel, secure and stable during handling.

**RECYCLING AND WASTE HANDLING**

<b>Tough options for tough scrap handling</b>	<b>L60F</b>	<b>L70F</b>	<b>L90F</b>	<b>L110F</b>	<b>L120F</b>	<b>L150F</b>	<b>L180F</b>	<b>L220F</b>
Asbestos dust protection filter								
Battery disconnect switch (additional in cab)								
Cab air pre-cleaner (cyclone type)								
Cab ladder (2 steps) (robar suspended)								
Rear view camera system								
Windshield frame (side and rear) window guards								
Fairlead (skate) protection (extra hoses needed)								
Air pre-cleaner (cyclone type)								
Air pre-cleaner (cyclone type) two-stage								
Air pre-cleaner (turbo type)								
Boiler (boiler plate)	std	std	std	std	std	std	std	std
Boom cylinder (hose and tube guards)								
Boom cylinder (hose and tube guards) for long boom								
Center hinge and rear frame guard								
Cover plate (heavy duty) front frame								
Cover plate (light) cab								
Cover plate (rear) frame								
Grease (hub) guards								
Headlights (front) guards								
Radiator (oil) guard								
Refractor (headlight) assemblies								
Steel cylinder guard								
Wheel guards (heavy duty)								
Wheel axle seal guards								
Belly (lead) iron								
Belly (guard) rear								
Belly (guard) rear (oil pan)								
Deleted (front) mudguards								
Deleted (front) mudguards and wideners rear								
Oil cooler and filter (for front) rear axle								
Reversible cooling fan	std	std	std	std	std	std	std	std
Reversible cooling fan and axle oil cooler	std	std	std	std	std	std	std	std
Fire suppression system								
<b>General options</b>								
Cartrack (GSM/Satellite) 1								
Boom Suspension System (BSS)								
Control Drive Control (CDC)								
Control Drive Control (CDC) in combination with electro-hydraulic								
Electro-hydraulic junction (std)								
Electro-hydraulic junction (std) for long boom								
Electro-hydraulic junction (std) 4th								
Electro-hydraulic junction (std) 4th for long boom								
Electro-hydraulic servo controls								
Electro-hydraulic servo controls for long boom								
Hydraulic junction (std)								
Hydraulic junction (std) for long boom								
Hydraulic junction (std) 4th								
Hydraulic junction (std) 4th for long boom								
Hydraulic junction (std) 4th (non long boom)								
Hydraulic junction (std) (socket welded)								
Hydraulic junction (std) (rubber cast)								
Long boom								
Long boom (w/ electro-hydraulic)								

\*Standard and some options are standard in North America. Refer to the specification brochure for details.



Volvo Construction Equipment is different. Our machines are designed, built and supported in a different way. That difference comes from an engineering heritage of over 175 years. A heritage of thinking first about the people who actually use the machines. About how to help them be safer, more comfortable, more productive. About the environment we all share. The result of that thinking is a growing range of machines and a global support network dedicated to helping you do more. People around the world are proud to use Volvo. And we're proud of what makes Volvo different - **More care. Built in.**



*Not all products are available in all markets. Under our policy of continuous improvement, we reserve the right to change specifications and design without prior notice. The illustrations do not necessarily show the standard version of the machine.*

# VOLVO

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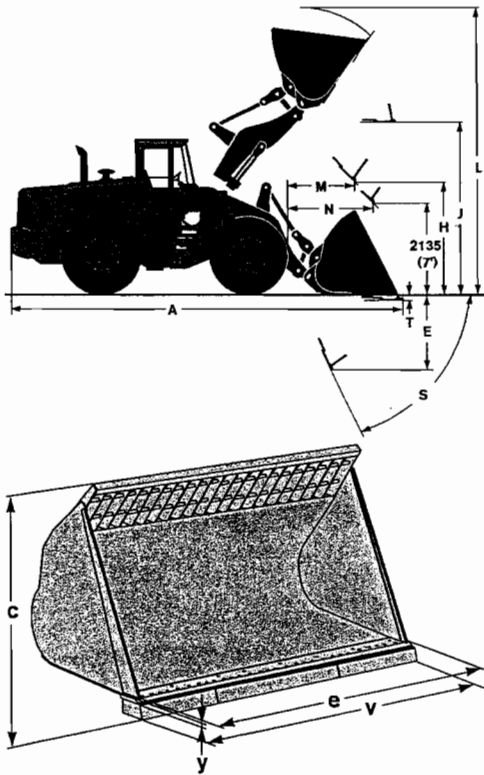
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English  
USA

Refuse buckets

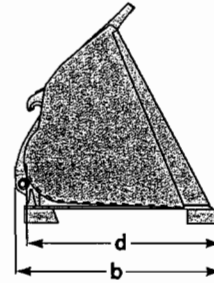
82 L110F hook-on, bolted options

L110F hook-on, bolted options



Intended for bolted options only

The buckets are intended for handling refuse material and can be equipped with either a steel or rubber cutting edge.



WLA82512 REF H TB 5,3 m³ (6.9 yd³) 3000 mm (118 in)

WLA83364		5,5 m³ REF H BOE		5,5 m³ REF H BOE		5,3 m³ REF H			
Description		Rubber Bolt on edge		Steel Bolt on edge		No wear parts			
Type of wear parts		WLA82574		WLA82568					
Bolt-on edge									
	Volume heaped ISO/SAE	m³	yd³	5,5	7,2	5,5	7,2	5,3	6,9
	Volume struck ISO/SAE	m³	yd³	4,7	6,1	4,7	6,1	4,5	5,9
	Volume at 105% fill factor	m³	yd³	5,8	7,6	5,8	7,6	5,6	7,3
	Volume at 110% fill factor	m³	yd³	6,1	7,9	6,1	7,9	5,8	7,6
y	Bucket width	mm	in	3000	118	3000	118	3000	118
b	Bucket length	mm	ft in	1840	6'0"	1860	6'1"	1790	5'10"
c	Bucket height	mm	ft in	2060	6'9"	1940	6'4"	1920	6'3"
d	Bucket depth	mm	ft in	1730	5'8"	1760	5'9"	1680	5'6"
e	Bucket width over sidecutters	mm	ft in	2960	9'8"	2960	9'8"	2960	9'8"
y	Cutting edge thickness	mm	ft in	35	0'1.4"	35	0'1.4"	35	0'1.4"
	Bucket weight	kg	lb	2150	4,730	2020	4,450	1750	3,850
A	Overall length	mm	ft in	8560	28'1"	8480	27'10"	8380	27'6"
E	Digging depth, max dump (S)	mm	ft in	1750	5'9"	1720	5'8"	1640	5'4"
H	Dump clearance	mm	ft in	2330	7'8"	2400	7'11"	2480	8'2"
J	Lift height under level bucket	mm	ft in	3590	11'9"	3710	12'2"	3740	12'3"
L	Overall operating height	mm	ft in	6100	20'0"	6100	20'0"	6110	20'0"
M	Dump reach	mm	ft in	1420	4'8"	1530	5'0"	1490	4'11"
N	Reach at 45° discharge	mm	ft in	1630	5'4"	1790	5'10"	1810	5'11"
S	Max forward dump at lowest lifting arm pos.	°	°	78	78	78	78	78	78
T	Digging depth	mm	ft in	213	0'8.4"	91	0'3.6"	63	0'2.3"

Dimensions based on L5 tires.

SFC CLEAR RECORDED 02/07/2012

L110F hook-on, bolted options 83

WLA83217 REF H TB 5,8 m³ (7.6 yd³) 3000 mm (118 in)

WLA83217		6,0 m³ REF H BOE		6,0 m³ REF H BOE		5,8 m³ REF H			
Description		Rubber Bolt on edge		Steel Bolt on edge		No wear parts			
Type of wear parts		WLA82574		WLA82568					
Bolt on edge									
	Volume heaped ISO/SAE	m³	yd³	5,5	7,8	5,5	7,8	5,8	7,6
	Volume struck ISO/SAE	m³	yd³	4,9	6,4	4,9	6,4	4,7	6,1
	Volume at 105% fill factor	m³	yd³	6,3	8,2	6,3	8,2	6,1	8,0
	Volume at 110% fill factor	m³	yd³	6,6	8,6	6,6	8,6	6,4	8,3
v	Bucket width	mm	in	3000	118	3000	118	3000	118
b	Bucket length	mm	ft in	1910	6'3"	1930	6'4"	1860	6'1"
c	Bucket height	mm	ft in	2130	7'0"	2000	6'7"	1980	6'6"
d	Bucket depth	mm	ft in	1800	5'11"	1830	6'0"	1750	5'9"
e	Bucket width over sidecutters	mm	ft in	2960	9'8"	2960	9'8"	2960	9'8"
y	Cutting edge thickness	mm	ft in	35	0'1.4"	35	0'1.4"	35	0'1.4"
	Bucket weight	kg	lb	2220	4,890	2090	4,610	1820	4,010
A	Overall length	mm	ft in	8600	28'3"	8520	27'11"	8420	27'7"
E	Digging depth, max dump (S)	mm	ft in	1780	5'10"	1740	5'9"	1660	5'5"
H	Dump clearance	mm	ft in	2320	7'7"	2390	7'10"	2460	8'1"
J	Lift height under level bucket	mm	ft in	3620	11'11"	3740	12'3"	3770	12'4"
L	Overall operating height	mm	ft in	6210	20'4"	6210	20'5"	6210	20'5"
M	Dump reach	mm	ft in	1450	4'9"	1550	5'1"	1510	4'11"
N	Reach at 45° discharge	mm	ft in	1640	5'4"	1800	5'11"	1820	6'0"
S	Max forward dump at lowest lifting arm pos.	°	°	63	63	63	63	63	63
T	Digging depth	mm	ft in	180	0'7.1"	58	0'2.3"	31	0'1.2"

Dimensions based on L5 tires.

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Appraiser Report for Unit 1432 (L120D Wheel Loader)

SFC CLERK RECORDED 02/07/2012





**Finding Innovative Solutions**

October 12, 2011

City of Santa Fe  
Purchasing Office  
2651 Siringo Rd. Bld. H  
Santa Fe, NM 87505  
Attention: Robert Rodarte

Re: Equipment Appraisal

Year: 2000  
Make: Volvo  
Model: L120D  
Serial No: 63022  
Hours: 21,036  
Attachments; Forks, Refuse Bucket, General Purpose Bucket, Sweeper, Snow Plow

Our analysis of the above specified machine is that it is currently in good operational condition. There are some minor damages that will not significantly affect the value of the machine. Much of the cosmetic condition reflects the age of the machine.

Based on our analysis and details provided in the Inspection Report, which has been attached, the Fair Market Value of the specified assets listed above is **\$35,000.00** (Thirty-five thousand dollars).

The intent of this document is for reference purposes only and does not constitute an agreement or contract between Golden Equipment Company and the City of Santa Fe.

Best regards,

Flavio Salazar  
Customer Development Manager

---

**Albuquerque**  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

**Farmington**  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

**Durango**  
29268 Hwy 160  
Durango, CO 81301  
970-247-8830

SFC CLERK RECORDED 02/07/2012

# Equipment Inspection Form

Type: Wheel Loader

Please provide the following information for your equipment.

## Step 1 - General Information

Customer Full Name: <u>Santa Fe Solid Waste</u>	Equipment Name: <u>Volvo</u>	Location Description: [ ]	Current Postal Code: [ ]
Country: [ ]	Equipment Application: [ ]	Serial Number: [ ]	IC Number: [ ]
Equipment Category: [ ]	Make: <u>Volvo</u>	Model: <u>L170D</u>	Year: <u>2000</u>
Matrix Hours: [ ]	Inspector Name: [ ]	Operating Hours: <u>21,036</u>	Requested Price (in USD): [ ]
Comments: [ ]			

## Step 2 - General Configuration

ROPS: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Air Conditioning: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	FOPS: <input type="checkbox"/> Yes <input type="checkbox"/> No	Auto lube: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	EROPS: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Engine pre-heat: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Radio: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Rear camera: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Welds: <input type="checkbox"/> Yes <input type="checkbox"/> No	Original paint: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is machine free from cracks/ welds? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Boom Type: <input checked="" type="checkbox"/> Standard <input type="checkbox"/> Long	Boom Suspension Type? <input type="checkbox"/> Yes <input type="checkbox"/> No	TP Linkages? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Forks: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Drive Type: [ ]	Bucket: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Specify: <u>refuse</u>		Wheel Loader Comments: [ ]		
Quick Coupler: <u>Yes</u>	Aux Hydraulic Function: [ ]	Engine Configuration Comments: [ ]					

## Step 3 - Engine Condition

General Condition: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair	Exhaust Condition: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair	Turbo Charger: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair			
Comments: [ ]	Comments: [ ]	Comments: [ ]			
Fuel Injection System: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair	Belts & Pulleys: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair	Engine Mounts: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair			
Comments: [ ]	Comments: [ ]	Comments: [ ]			
Oil pressure <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Oil/water leakages? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Abnormal smoke? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Abnormal noises? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Water in Oil? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Is oil level ok? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Overhauled? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Engine power decline when loading? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Other: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Comments: <u>radiator leaks</u>		

## Electrical Condition

Computer: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Repair	Display: <input checked="" type="checkbox"/> Good <input type="checkbox"/> Fair <input type="checkbox"/> Repair	Keys/ Switches: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair
Comments: [ ]	Comments: [ ]	Comments: [ ]
Lamps: <input type="checkbox"/> Good <input type="checkbox"/> Fair <input checked="" type="checkbox"/> Repair	Harnesses: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair	Batteries/ Connections: <input type="checkbox"/> Good <input checked="" type="checkbox"/> Fair <input type="checkbox"/> Repair
Comments: [ ]	Comments: [ ]	Comments: [ ]

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Starter:  
 Good  Fair  Repair  
Comments:

[ ]

Alternator:  
 Good  Fair  Repair  
Comments:

[ ]

Back Alarm:  
 Good  Fair  Repair  
Comments:

[ ]

Horn:  
 Good  Fair  Repair  
Comments:

[ ]

Other:  
 Yes  No  
Comments:

[ ]

Warning/ Error messages:  
 Yes  No

#### Step 4 - Transmission Condition

Performance:  
 Good  Fair  Repair  
Comments:

[ ]

Torque Converter:  
 Good  Fair  Repair  
Comments:

[ ]

Pump:  
 Good  Fair  Repair  
Comments:

[ ]

Case:  
 Good  Fair  Repair  
Comments:

[ ]

Retarder:  
 Good  Fair  Repair  
Comments:

[ ]

Abnormal Noises?  
 Yes  No  
Comments:

[ ]

Leakages?  
 Yes  No  
Comments:

[ ]

Operating test comments:  
 Yes  No  
Comments:

[ ]

Other?  
 Yes  No  
Comments:

[ ]

#### Axle/ Final Drive Condition

Differential:  
 Good  Fair  Repair  
Comments:

[ ]

Axle Cradle Bearing:  
 Good  Fair  Repair  
Comments:

[ ]

Wet Disc Brakes:  
 Good  Fair  Repair  
Comments:

[ ]

Steering Pins & Brushes:  
 Good  Fair  Repair  
Comments:

[ ]

Articulated Joint:  
 Good  Fair  Repair  
Comments:

[ ]

Torsion Rods:  
 Good  Fair  Repair  
Comments:

[ ]

All Axles Driving?  
 Yes  No  
Comments:

[ ]

Leakage?  
 Yes  No  
Comments:

[ ]

Abnormal Noises?  
 Yes  No  
Comments:

[ ]

Other?  
 Yes  No  
Comments:

[ ]

#### Step 5 - Body/ Main Frame Condition

Body Condition:  
 Good  Fair  Repair  
Comments:

[ ]

Operator Seat:  
 Yes  No  
Comments:

[ ]

Panel/ Doors/ Hatches:  
 Yes  No  
Comments:

Cab - RT door damage  
Cabin Filter door damage

Frames:  
 Yes  No  
Comments:

[ ]

Engine Hood:  
 Yes  No  
Comments:

[ ]

Mirrors:  
 Yes  No  
Comments:

[ ]

Cab Glass:  
 Yes  No  
Comments:

[ ]

Other?  
 Yes  No  
Comments:

[ ]

#### Hydraulic Condition

General Condition:  
 Good  Fair  Repair

Comments:

Arm Cylinders:  
 Good  Fair  Repair

Comments:

Boom Cylinders:  
 Good  Fair  Repair

Comments:

Bucket Cylinders:  
 Good  Fair  Repair

Comments:

Tippling Cylinders:  
 Good  Fair  Repair

Comments:

Steering Cylinders:  
 Good  Fair  Repair

Comments:

Blade Control Cylinders:  
 Good  Fair  Repair

Comments:  

NA

Pipes/ hoses:  
 Good  Fair  Repair

Comments:

Pumps & Motors:  
 Good  Fair  Repair

Comments:

Valve Blocks:  
 Good  Fair  Repair

Comments:

Tank:  
 Good  Fair  Repair

Comments:

Swing Pumps:  
 Good  Fair  Repair

Comments:  

NA

Dipper Cylinders:  
 Good  Fair  Repair

Comments:  

NA

Pins & Brushes:  
 Good  Fair  Repair

Comments:

Overhauled?  
 Yes  No

Comments:

Cylinder Ripper Scar?  
 Yes  No

Comments:  

NA

Leakages:  
 Yes  No

Comments:

Abnormal Noises?  
 Yes  No

Comments:

Other?  
 Yes  No

Comments:

**Step 6 - Cooling System Condition**

Water Pump:  
 Good  Fair  Repair

Comments:

Radiator:  
 Good  Fair  Repair

Comments:  

Leaks

Oil Cooler:  
 Good  Fair  Repair

Comments:

Fan:  
 Good  Fair  Repair

Comments:

Fan Drive:  
 Good  Fair  Repair

Comments:

Hoses:  
 Good  Fair  Repair

Comments:

Oil in Water?  
 Yes  No

Comments:

Other?  
 Yes  No

Comments:

**Brake Condition**

Parking Brake:  
 Good  Fair  Repair

Comments:

Pedals:  
 Good  Fair  Repair

Comments:

Brakes:  
 Good  Fair  Repair

Comments:

Brake Linkage:  
 Good  Fair  Repair

Comments:  

NA

Compressor:  
 Good  Fair  Repair

Comments:  

NA

Accumulators:  
 Good  Fair  Repair

Comments:

Other?  
 Yes  No

Comments:

**Step 7 - Undercarriage Configuration**

Front Tire Configuration - Brand Left:

Front Tire Configuration - Brand Right:

Front Tire Configuration - Model Left:

Front Tire Configuration - Model Right:

Middle Tire Configuration - Brand Left:

Middle Tire Configuration - Brand Right:

Middle Tire Configuration - Model Left:

Middle Tire Configuration - Model Right:

Rear Tire Configuration - Brand Left:

Rear Tire Configuration - Brand Right:

Rear Tire Configuration - Model Left:

Rear Tire Configuration - Model Right:

Undercarriage Overall Condition:

- 5 - Excellent
- 4
- 3
- 2
- 1 - Poor

**Overall Condition**

Overall Condition:

- 5 - Excellent
- 4
- 3
- 2
- 1 - Poor

Front Tire Configuration - % Remaining Left:

Front Tire Configuration - % Remaining Right:

Front Tire Configuration - Size Left:

Front Tire Configuration - Size Right:

Middle Tire Configuration - % Remaining Left:

Middle Tire Configuration - % Remaining Right:

Middle Tire Configuration - Size Left:

Middle Tire Configuration - Size Right:

Rear Tire Configuration - % Remaining Left:

Rear Tire Configuration - % Remaining Right:

Rear Tire Configuration - Size Left:

Rear Tire Configuration - Size Right:

Front Tire Configuration - Serial Number Left:

Front Tire Configuration - Serial Number Right:

Front Tire Configuration - Tread Depth mm Left:

Front Tire Configuration - Tread Depth mm Right:

Middle Tire Configuration - Serial Number Left:

Middle Tire Configuration - Serial Number Right:

Middle Tire Configuration - Tread Depth mm Left:

Middle Tire Configuration - Tread Depth mm Right:

Rear Tire Configuration - Serial Number Left:

Rear Tire Configuration - Serial Number Right:

Rear Tire Configuration - Tread Depth mm Left:

Rear Tire Configuration - Tread Depth mm Right:

Wheel Loader Undercarriage Comments:

*all tires 20% remaining  
foam filled*

Summary:

*condition of machine is good, but reflects hours.*

Cancel

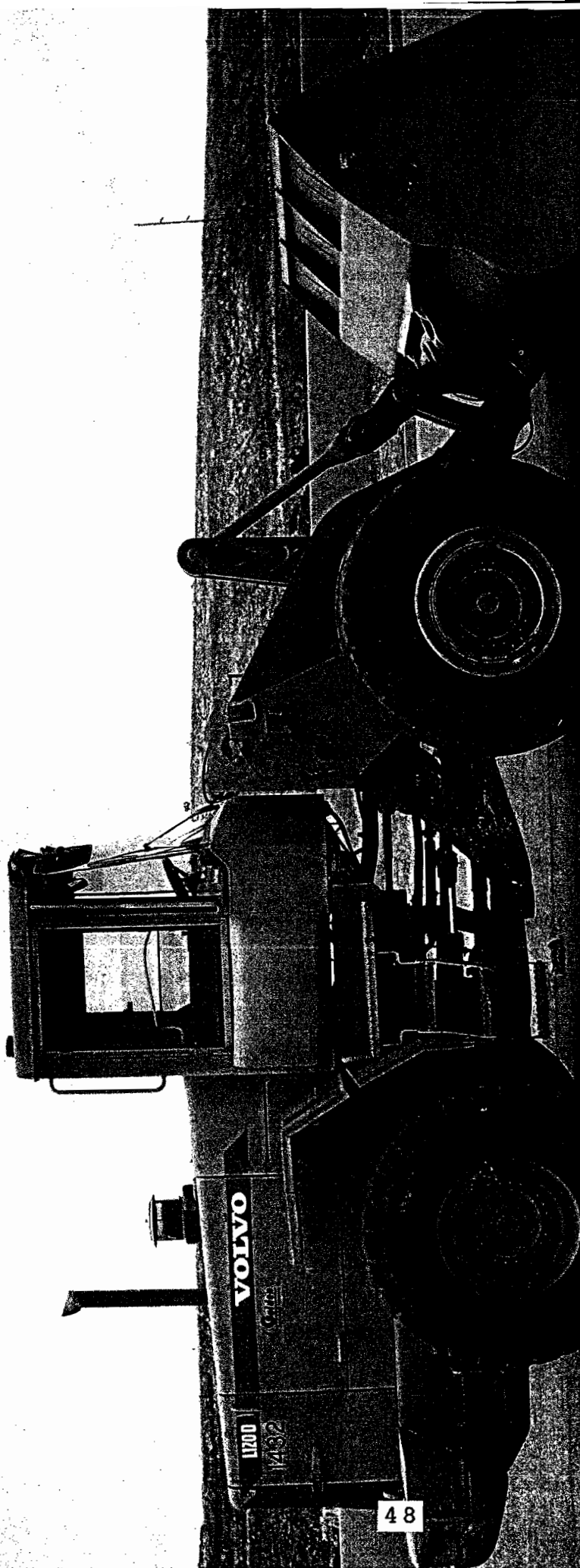
Save

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Photograph of Unit 1432

SFC CLERK RECORDED 02/07/2012



# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Request for Approval to Purchase a L35B Pro Volvo Compact Wheel Loader from Golden Equipment Company of Albuquerque, NM, Under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the Amount of \$53,896.96. This is to Replace the L20B Volvo Compact Wheel Loader (Unit 1439).

## BACKGROUND AND SUMMARY:

On February 21, 2008, the Board approved the purchase of a L20B compact wheel loader from Golden Equipment Company in the amount of \$60,420.00 under the Government Contract SP0500-05D-0006. The purchase of the loader was funded by a grant received from the New Mexico Energy, Minerals, and Natural Resources Department for the MRF recycling operation at the Buckman Road Recycling and Transfer Station (BuRRT). The purchase agreement included a 5-year / 5,000 hour machine warranty. The Agency received the loader (Unit 1439) on August 4, 2008.

Currently the loader has approximately 1,430 machine hours on it. Recently the loader has had numerous electrical and engine problems requiring excessive down times needed for repairs. Currently, the Agency is using a L35B compact loader loaned from Golden Equipment while Unit 1439 is being diagnosed and repaired. The L35B loader is a larger compact loader and is proving to be more functional. The L35B loader operates better in the confined containers area of the MRF operation and can push sorted recycling materials from the bunkers underneath the sort line onto the conveyor system. The L35B loader has proper ventilation in the engine compartment to operate inside a dusty environment such as the transfer station. The engine is compliant to Tier III / Stage 3A environmental regulations. Based on the most recent history of problems and down times with Unit 1439 the Agency is recommending that the loader be traded in and upgraded for another compact loader.

On October 21, 2011, the Agency received a written quote for a L35B Pro Volvo compact wheel loader from Golden Equipment Company of Albuquerque, NM. Golden Equipment quoted the cost of the loader under the HGAC Contract No. EM06-11 to be \$53,896.96. The HGAC (Houston-Galveston Area Council) contract provides a 32% discount off the list price, which is \$37,975.04. The loader will be equipped with a 1.3 cubic yard general purpose bucket, a fork attachment, and foamed filled tires. Golden Equipment offered a trade-in value for Unit 1439 of \$37,000.00. Also, included in their written quote is a 5-year / 5,000 hour Component Assurance Program.

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The loader was appraised by Golden Equipment at \$37,000.00.

The table below shows the cost breakdown of a new L35B Pro Volvo wheel loader.

Description	L35B Pro Volvo Wheel Loader
List Price for a Standard Machine	\$105,592.00
Options (Guards and Attachments)	13,080.00
Less HGAC 32% Discount off Price List	(37,975.04)
Less Trade-In (Unit 1439)	(37,000.00)
5 Year / 5,000 Hour Component Assurance Program.	3,500.00
Foam Filled Tires	3,400.00
Freight	2,500.00
Start Up Fee	800.00
Total	\$53,896.96

The estimated delivery date of the new loader is February 2012.

**ACTION REQUESTED:**

The Agency is requesting the Board approve the purchase of a L35B Pro Volvo wheel loader from Golden Equipment Company of Albuquerque, NM, under HGAC Contract No. EM06-11 for the Buckman Road Recycling and Transfer Station in the amount of \$53,896.96.

The Agency also requests approval of a budget increase from 5502.100700 (Equipment Replacement Reserve) to 52504.570500 (Equipment Capital Outlay) in the amount of \$53,896.96

Attachments: Budget Adjustment Request (BAR)  
Recent Machine History for Unit 1439  
Golden Equipment Company's Written Quote under HGAC Contract No. EM06-11 for a L35B Pro Volvo Compact Wheel Loader  
Appraiser Report for Unit 1439 (L20B Compact Wheel Loader)

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**ATTACHMENT**

Budget Adjustment Request (BAR)

SFC CLERK RECORDED 02/07/2012

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

<b>DEPARTMENT NAME</b> SANTA FE SOLID WASTE MANAGEMENT AGENCY	<b>DATE</b>
--	-------------

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
Transfer-Out Equipment Replacement Fund	52502.700150	05500	53,896.96	
Transfer-In Operating Fund	51500.600150	05502	53,896.96	
C/O Equipment	52504.570500		53,896.96	
			<b>\$ 161,691</b>	<b>\$ -</b>

Budget increase to be funded from 5502.100700(Cash reserves SWAMA Equipment Replacement Fund) to the Operating Fund (5500) for the purchase of a L35B Pro Volvo Compact Wheel Loader

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

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Recent Machine History for Unit 1439

SFC CLERK RECORDED 02/07/2012



October 28, 2011

Santa Fe Solid Waste Management  
 149 Wildlife Way  
 Santa Fe, NM 87506  
 Attn: Eddie

Re: History Machine History

I have listed below a short summary of the history of problems you have experienced with your machine.

Machine – 2008 Volvo L20B Compact Wheel Loader sold on 8-4-2008.

Date	Work Order No.	Description of Work
03-30-09	W55514	Oil leak around the sending unit - No leak noted
05-29-09	W56040	Oil temp light coming on - Coolers plugged with dirt and debris – Blew out coolers
10-19-09	W57642	Leaking fuel pump - Replaced Seal
03-22-10	W59061	Leaking hoses, inlet tube plugged with debris– Replaced Hoses
08-13-10	SWO000096	Fuel and oil leaks – Replaced Heater core, fuel pumps, kill solenoid
08-24-10	SWO000693	Engine RPMs spikes and kills engine – Changed fuel separator
09-03-10	SWO000753	Engine RPMs rough – Changed #4 injector and #1 unit Pump
09-28-10	SWO000982	Machine Missing and dying out – Replaced Injector #2 pump seals and air breather for fuel system
12-29-10	W00089	Bad injection pump and leaking oil – Replaced Injection pump and various seals
02-22-11	W00719	Batteries not holding charge – Replace batteries
03-22-11	W01004	Bad oil pressure switch and oil temp sensor – Replaced both
04-18-11	W01150	Cooling fan not working – Replaced cooling fan
06-02-11	W01542	New cooling fan failed – Replaced cooling fan
07-29-11	W02595	Bad fuel level sensor and covered in debris– Replaced fuel level sensor
08-05-11	W02642	Bad cooling fan relay and fuse – Replaced relay and fuse
10-10-11		Intermittent starting problem – Have not yet diagnosed this current problem

Sincerely,

*Flavio Salazar*

Flavio Salazar  
 Customer Development Manager

**Albuquerque**  
 721 Candelaria NE  
 Albuquerque, NM 87107  
 505-345-7811

**Farmington**  
 1150 Madison Lane  
 Farmington, NM 87401  
 505-326-1413

**Durango**  
 29268 Hwy 160  
 Durango, CO 81301  
 970-247-8830

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**ATTACHMENT**

Golden Equipment Company's Written Quote under HGAC Contract No. EM06-11  
for a L35B Pro Volvo Compact Wheel Loader

SFC CLERK RECORDED 02/07/2012

October 21, 2011

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

Re: Machine Proposal

Dear Mr. Kippenbrock

Golden Equipment Company is please to quote the following equipment for your consideration:

**Equipment**

One New L35B Pro Volvo Compact Wheel Loader, with the following standard features:

- Volvo D3.6D Diesel Engine, 80.6 hp @ 2300rpm
- 400/70 R20 Michelin XMCL B2.0 Tires,
- Standard Hydraulic Quick Coupler Attachment Bracket
- Front Mud Flaps
- Cab, ROPS & FOPS
- Air Conditioning, with Fine Filter, EU6 Filter Class
- Heater/Defroster
- Laminated Front Glass Windshield
- Interior Rear View Mirrors
- Work-lights 2 Front, 2 Rear
- Backup Alarm
- Bucket Leveler Cut Off Switch
- Boom Kick-out and Bucket Leveler
- Manuals (English)

List Price for Standard Machine

\$105,592.00

**Options**

- |   |            |
|---|------------|
| • Sliding Right Hand Side Window                    | \$380.00   |
| • Hand Throttle with Inch Valve                     | \$684.00   |
| • Air Intake Screen For Waste Handling Applications | \$517.00   |
| • Protective Guard Work-lights, Front and Rear      | \$498.00   |
| • Protective Guard Headlights                       | \$271.00   |
| • Tail Light Guards                                 | \$190.00   |
| • Emergency Hammer                                  | \$120.00   |
| • Foldable Rotating Beacon                          | \$387.00   |
| • Lift Cylinder Protection                          | \$1,337.00 |

**Albuquerque**  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

**Farmington**  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

**Durango**  
29268 Hwy 160  
Durango, CO 81301  
970-247-8830

SEC CLERK RECORDED 02/07/2012



**FINDING *Innovative* SOLUTIONS**

- 79" 1.3 CuYd General Purpose Bucket \$3,052.00
- 79" Bolt On Cutting Edge for General Purpose Bucket \$970.00
- 68" Wide Fork Frame with 16" Load Guard \$3,199.00
- 55" Long Fork Tines \$1,475.00

List price for Options \$13,080.00

**Trade In**

One 2008 L20 Volvo Compact Wheel Loader, serial no. 1703171 (\$37,000.00)  
 Approximately 2,800 hours  
 Fork Set  
 General Purpose Bucket  
 Light Material Bucket  
 Grapple Bucket

Subtotal Machine		\$118,672.00
Less HGAC 32% Discount off List	(\$37,975.04)	\$80,696.96
Less Trade	(\$37,000.00)	\$43,696.96
5 Year/5000 Hour Component Assurance Program		\$3,500.00
Foam Filled Tires		\$3,400.00
Freight		\$2,500.00
Start Up Fee		\$800.00

Subtotal		\$53,896.96
NM State Sales Tax N/A		\$0

**TOTAL INVESTMENT \$53,896.96**

F.O.B. Santa Fe

This machine is priced in accordance with HGAC contract number EM06-11, product code 33E.  
 This quote is good for 90 days.

**Albuquerque**  
 721 Candelaria NE  
 Albuquerque, NM 87107  
 505-345-7811

**Farmington**  
 1150 Madison Lane  
 Farmington, NM 87401  
 505-326-1413

**Durango**  
 29268 Hwy 160  
 Durango, CO 81301  
 970-247-8830

SFC CLERK RECORDED 6/2/07/2012





FINDING *Innovative* SOLUTIONS

Customer Acceptance

I hereby authorize Golden Equipment Company to order the equipment as specified above in this Quotation, and have read and agree to all the Terms and Conditions set forth hereof, including payment of the total cost indicated.

Quote #:

Equipment: One New L35B Pro Volvo Compact Wheel Loader

By:

Date:

Title:

Company:

Thank you for inviting Golden Equipment Company to provide your equipment solutions. If you should have any questions, please feel free to contact our office.

Best Regards,

Flavio Salazar  
Customer Development Manager

**Albuquerque**  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

**Farmington**  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

**Durango**  
29268 Hwy 160  
Durango, CO 81301  
970-247-8830

SFC CLERK RECORDED 02/07/2012



Finding Innovative Solutions

**GOLDEN EQUIPMENT COMPANY  
TERMS AND CONDITIONS OF QUOTATION AND SALE**

1. **QUOTATIONS.** Prices, deliveries and specifications quoted by GOLDEN EQUIPMENT COMPANY are furnished for information purposes only and are not binding upon GOLDEN EQUIPMENT COMPANY in any manner. A contract binding GOLDEN EQUIPMENT COMPANY and a written acknowledgment from GOLDEN EQUIPMENT COMPANY to buyer accepting that purchase order. GOLDEN EQUIPMENT COMPANY Terms and Conditions of Sale shall apply to all sales, and prices will be those in effect at time of shipment.
2. **GENERAL.** These terms and conditions supersede all prior communications and agreements and shall be deemed to be exclusive and complete. Notwithstanding any conflicting or different terms and conditions in any order or acceptance of Purchaser (to which Golden Equipment Company hereby objects), all sales and shipments shall be only upon these terms and conditions which shall not in any way be modified or waived, except by agreement in writing by a duly authorized representative of Golden Equipment Company. Section headings are for purposes of convenience only.
3. **DELIVERY.** Unless otherwise stated in Golden Equipment Company's proposal, all equipment sold is delivered F.O.B. point of shipment. Where the scheduled delivery of equipment is delayed by Purchaser or by reason of any of the contingencies referred to in Section 7. Golden Equipment Company may deliver such equipment by moving it to storage for the account of and at the risk of Purchaser. Shipping dates are approximate and are based upon prompt receipt of all necessary information and approvals from Purchaser. Golden Equipment Company reserves the right to make delivery in installments.
4. **TITLE AND RISK OF LOSS.** The equipment sold shall remain the personal property of Golden Equipment Company and shall remain personal property until fully paid for in cash. Purchaser hereby grants Golden Equipment Company a security interest in the goods sold and agree, if requested by Golden Equipment Company, to execute a security agreement covering the equipment sold and to perform all acts that may be necessary to perfect and assure retention of title to such equipment by Golden Equipment Company. Notwithstanding any agreement with respect to delivery terms or payment of transportation charges, risk of loss or damage shall pose to Purchaser and delivery shall be deemed to be complete upon delivery to a private or common carrier or upon moving into storage, whichever occurs first, at the point of shipment.
5. **WARRANTY DISCLAIMER.** Golden Equipment Company, assigns to the Purchaser all warranties, if any, extended by the manufacturer or distributor of new equipment. Purchaser understands that manufacturer warranties may not apply in the event any equipment is used other than for its intended purpose or in the event of any modifications or changes by Purchaser or others to the equipment as originally manufactured. GOLDEN EQUIPMENT COMPANY DOES NOT MAKE AND HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED, AND ALL OTHER WARRANTIES INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. USED EQUIPMENT SOLD BY GOLDEN EQUIPMENT COMPANY IS SOLD "AS IS" WITH NO REPRESENTATION OR WARRANTY, AND GOLDEN EQUIPMENT COMPANY HEREBY DISCLAIMS ALL WARRANTIES OF QUALITY, WRITTEN, ORAL, OR IMPLIED OTHER THAN AS MAY BE EXPRESSLY AGREED TO BY GOLDEN EQUIPMENT COMPANY IN WRITING, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE. ALL WARRANTIES ARE FOB; GOLDEN EQUIPMENT COMPANY.
6. **LIMITATION OF AVAILABILITY.** IN NO EVENT SHALL GOLDEN EQUIPMENT COMPANY BE LIABLE FOR SPECIAL, DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF USE OF THE EQUIPMENT, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF CUSTOMERS OF THE PURCHASER FOR SUCH OR OTHERS DAMAGES WHETHER ON ACCOUNT OF EQUIPMENT FURNISHED HEREUNDER OR DELAYS IN DELIVERY THEREOF OR SERVICES PERFORMED UPON OR WITH RESPECT TO SUCH EQUIPMENT. GOLDEN EQUIPMENT COMPANY'S LIABILITY ON ANY CLAIM, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE FOR ANY LOSS OR DAMAGE ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THIS CONTRACT OR THE PERFORMANCE OF BREACH THEREOF, OR FROM THE DESIGN
7. **FORCE MAJEURE.** Golden Equipment Company shall not be liable for loss, damage, detention, or delay, nor be deemed to be in default from causes beyond its reasonable control or from fire, strike, or other concerted action of workmen, act, or omission of any governmental authority or of Purchaser, compliance with import or export regulations, insurrection or riot, embargo, delays or shortages in transportation, or inability to obtain necessary engineering talent, labor, materials, or manufacturing facilities from usual sources. In the event of delay due to any such cause, the date of delivery will be postponed by such length of time as may be reasonably necessary to compensate for the delay.
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Albuquerque, NM 87107  
505-345-7811

Farmington  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

Durango  
29268 Hwy 160  
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VOLVO COMPACT WHEEL LOADERS

**L30B PRO**  
**L35B PRO**



**MORE CARE. BUILT IN.**

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# TAKING PERFORMANCE, VERSATILITY TO A NEW LEVEL.

The Volvo L30B Pro and L35B Pro Compact Wheel Loaders are packed with performance to give you a highly productive, highly versatile machine. Both models allow you to do more with less effort. Test one and you'll discover a compact wheel loader that brings efficiency and performance to a new level.

The L30B Pro and L35B Pro have efficient direct injection Volvo diesel motors that are high on performance output and low on fuel consumption, saving you money on every job. And while you'll be able to move plenty of earth, you won't be a disruptive environmental force because of the low emission exhaust/gas ratio that meets new ISO 8178 standards.

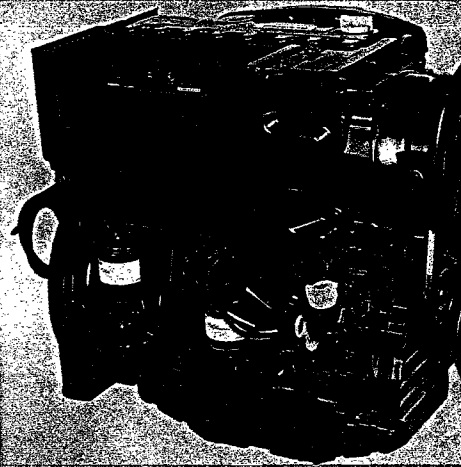
Easy on, easy off differential locks keep the operator in control at all times. One hundred percent operator selectable front and rear axle differential locks give optimum traction on adverse terrain and help keep all wheels turning at the same speed.

The separate working and steering hydraulic pumps raise performance and provide faster work cycles. Quick steering actions won't impact performance because the independent hydraulic system always maintains the same speed when working and steering at the same time. The smoothness of the hydraulic control valve provides precise control during all hydraulic operations.

You'll also be able to go where other units can't because of heavy-duty portal axles that feature superb ground clearance. Super strong front and rear axles transmit optimal drive torque to the wheels, providing increased traction in the roughest conditions.

Both units have a highly agile frame that has an articulating-oscillating joint, helping you reach tight areas. The compensation provided by the front and rear frame oscillation helps the operator enjoy comfort, stability and superior steering on all surfaces, including uneven terrain.

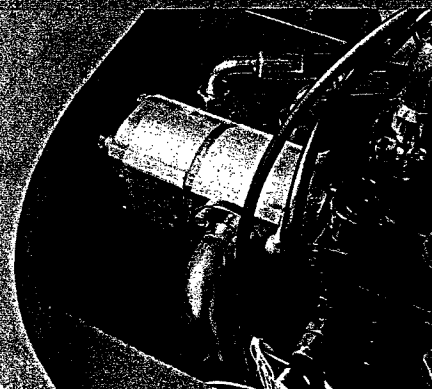
The beveled lower side counterweight allows both units to operate up or down extremely steep slopes, giving the operator use of a versatile machine built for a variety of job sites and conditions.



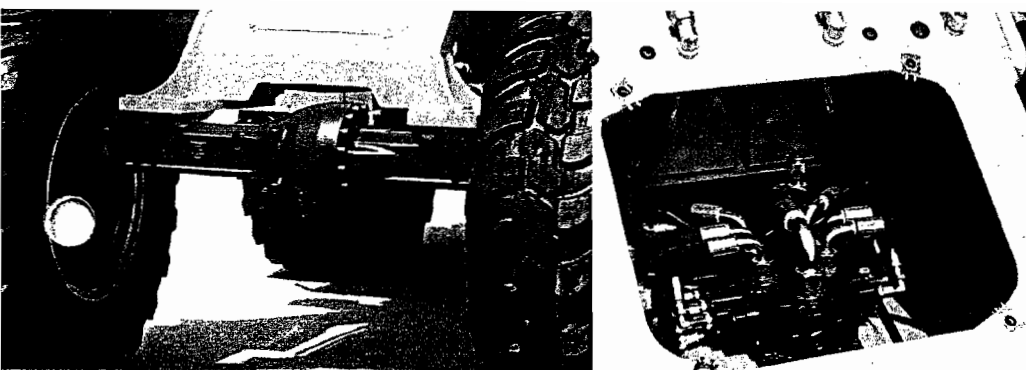
Big on output, low on fuel to save money on every job.



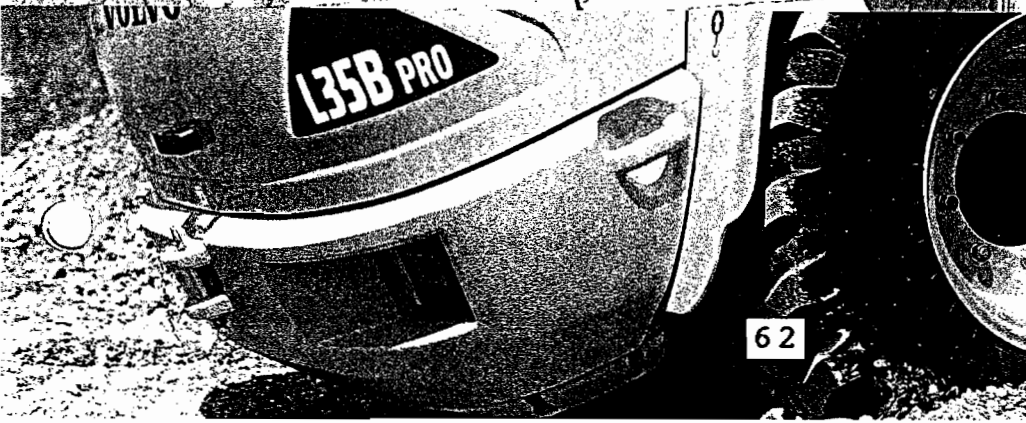
Operator selectable differential locks provide optimal traction.



Separate hydraulic pumps provide fast, accurate control.



- Superb ground clearance, drive torque and traction.
- Control valve for smooth, precise hydraulic control.



- Articulating frame for work in tight areas.
- Versatile machine operates on steep slopes.

# THE ABILITY TO COMFORTABLY TAKE ON ANY JOB.

With an extensive selection of attachments available, the model L30B Pro and Model L35B Pro can help you to do more than you ever thought possible. You'll be able to tackle the various jobs in the comfort and safety of a deluxe cab that makes your work much easier and your workday much shorter.

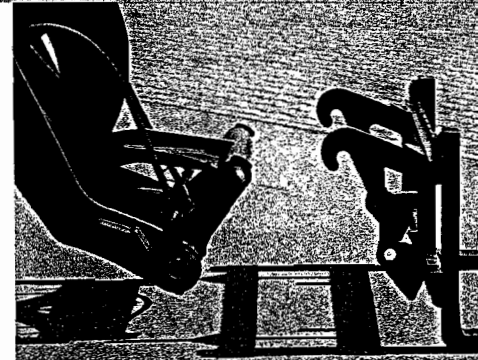
Changing attachments is fast and easy with the standard hydraulic quickcoupler that lets you get connected right from the operator's seat. And there are a wide variety of available attachments, including forks, buckets, material handling arm, sweeper and a snowplow. There are also adapters available which allow attachments from other manufacturers to fit on the Z attachment carrier, providing even greater versatility.

Unleash the machine's power and potential with the Z-bar loader linkage, which features exceptional breakout force and parallel lift-arm action. Dual lift cylinders boost power for optimum lift height and fast cycle times. And because the Z-bar loader linkage is long and narrow, the operator always has a clear view of the loading fork.

Both units feature narrow ROPS columns, wide windows and a rounded rear section to provide the operator with 360° of visibility to simplify operation and enhance safety.

The cab features large anti-slip steps and handrails for safe access from both sides of the machine so the operator always has three points of contact. Inside the cab, you'll find one of the most spacious operator stations in its category, providing exceptional comfort for increased productivity. Easy-to-read controls put you in command of an operator-friendly workhorse. And you'll be able to instantly monitor all functions because of well-positioned control gauges.

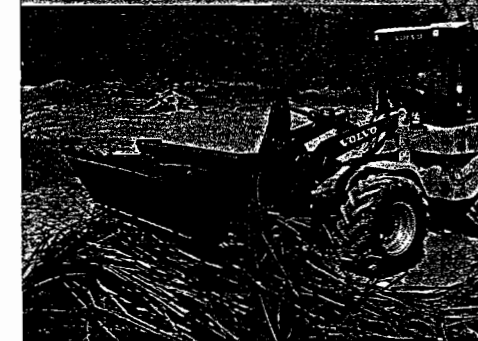
An ergonomic joystick provides effortless handling of multiple functions, including lift, lower, dig, dump, drive direction and differential locks. The enclosed cab features climate control systems, and an adjustable operator's seat and steering column which help reduce fatigue.



Hydraulic quickcoupler for fast attachment change.



A wide variety of attachments available, including material handling arm.



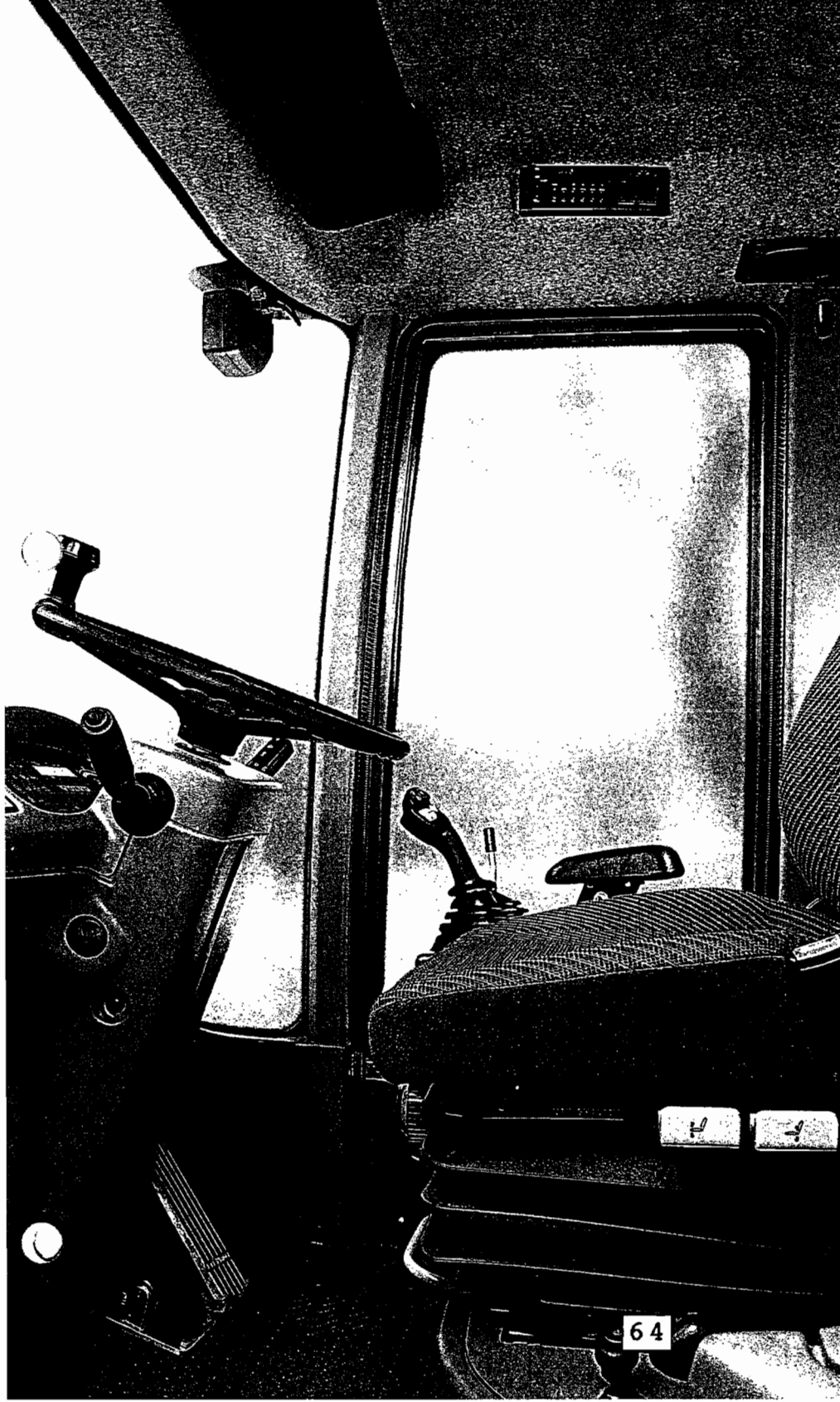
Dump bucket.



Sweeper.



- Easy-to-read dashboard puts you in control.
- Spacious cab offers comfort and visibility.
- Z-bar linkage provides excellent visibility of attachments.
- Anti-slip steps provide easy, safe cab access.
- Ergonomic control for multiple functions.



# ENDURING QUALITY THAT'S ALWAYS EASY TO MAINTAIN.

Along with performance and versatility, the Volvo L30B Pro and L35B Pro Compact Wheel Loaders provide superb quality and serviceability. More care and quality is built in for maximum uptime. When repairs are needed, both units offer easy-access serviceability to get you back to work faster.

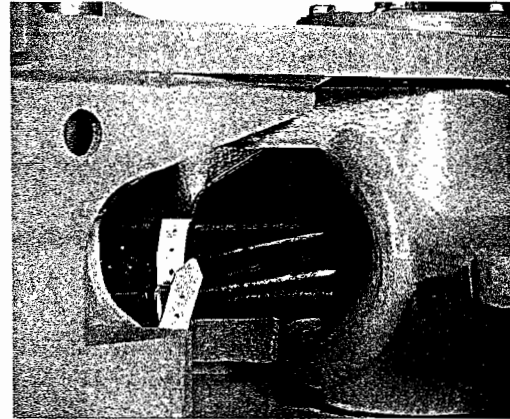
Every Volvo machine features high-quality assembly and quality control. And because Volvo uses up-to-date products from suppliers, you're guaranteed the highest quality and reliability.

The durable bucket teeth are built tougher than ever for improved digging ability. You can handle the toughest workloads and feel the power of the direct injection diesel engine and sturdy robot-welded frame. Adjustable fenders give you added flexibility and wheel coverage, regardless of tire size.

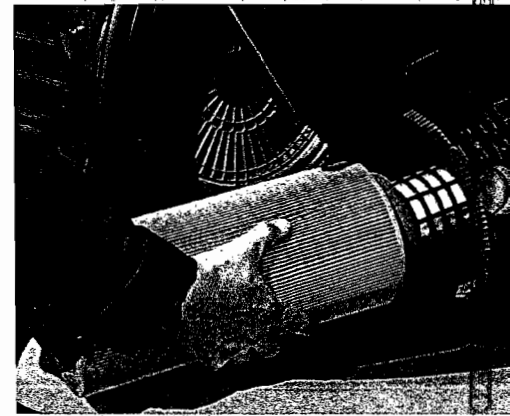
Both units offer easy access for routine or extensive service. Under the one-piece engine hood, you'll find the transverse-mounted Volvo engine with simplified access to service points, as well as ground level access to the air, oil, fuel and hydraulic filters. Longer service intervals help reduce maintenance costs and keep you on the job, instead of under the engine hood. Both machines feature long-life timing belts and a long-lasting standard water separator to ensure optimal performance, minimal wear and maximum uptime for the life of the machine. Daily servicing is easy with ground-level access for fuel fill and grease points.

The hydraulic hoses and electrical cables are guided through the middle of the central articulation-oscillation joint for maximum protection. This superior design helps avoid expensive machine downtime and repairs.

The units are also built for safety, with ROPS/FOPS certified cabs, seatbelts, hydrostatic braking system, front and rear work lights and a sound insulated hood that protects operator hearing. It all adds up to a safer working environment for both the operator and those working near the unit.



- Protected hoses and cables to avoid expensive downtime.

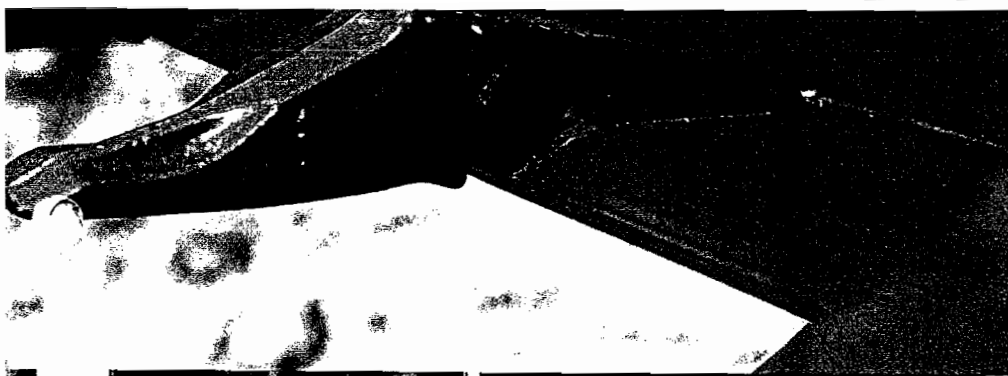


- Long service intervals and easy-access filters.

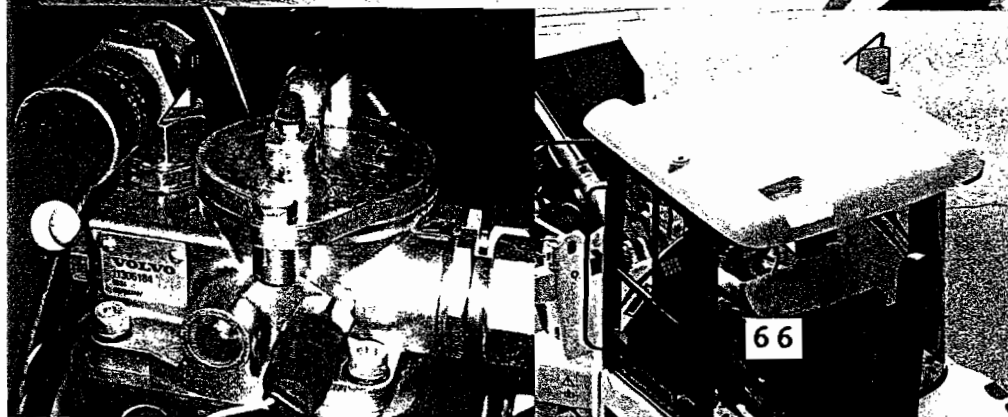


- Quality components and construction ensure long life.





- The bucket teeth provide quality and power.
- Easy service access to the engine compartment.



- Long lasting hydraulic filters, to reduce costs.
- ROPS/FOPS certified cab for safe operation.

# SPECIFICATIONS

## Engine

Volvo in-line 4-cylinder, 4 stroke, direct injection diesel engine with turbocharging, oil/air cooled. Compliant to Tier III/ Stage 3A environmental regulations. Air cleaning:

1. Paper filter with indicator in cab / 2. Safety filter

	L30B Pro	L35B Pro
Engine	D3.6D	D3.6D
Gross power @	38 r/s (2300 r/min)	38 r/s (2300 r/min)
SAE J1995	70.7 hp (52 kW)	80.6 hp (59.3 kW)
Net power @	38 r/s (2300 r/min)	38 r/s (2300 r/min)
SAE J1349 - DIN ISO 1585	68.1 hp (50.1 kW)	76 hp (56.6 kW)
Max torque @	26.7 r/s (1600 r/min)	26.7 r/s (1600 r/min)
SAE J1995 netto	177 lbf (240 Nm)	177 lbf (240 Nm)
DIN ISO 1585	177 lbf (240 Nm)	177 lbf (240 Nm)
Cubic capacity	221 in <sup>3</sup> (3.6 l)	221 in <sup>3</sup> (3.6 l)

## Electrical system

	L30B Pro	L35B Pro
Voltage/Battery capacity	12 V - 88 Ah	12 V - 88 Ah
Alternator rating	1,120 - 80 W/A	1,120 - 80 W/A
Starter motor output	3.0 hp (2.2 kW)	3.0 hp (2.2 kW)

## Drivetrain

Transmission: hydrostatic transmission, full power shift under load, both when changing direction (forward and reverse) and between ranges. Maximum drawbar force can be achieved in all ranges. "Inch/brake pedal" for variable machine speed control and power transfer to bucket hydraulics at constant engine rpm. Multi-function lever for change of direction, differential lock and use of the servo-control. Axles: all-wheel drive by two rigid portal axles. Differential locks: hydraulically actuated 100% differential locks in both axles. Frame: solid front and rear frame, robot-welded. Articulating-oscillating joint for optimum maneuverability and traction.

	L30B Pro	L35B Pro
Oscillation at wheel, max.	10° (250 mm)	10.6° (270 mm)
Track	4'8" (1412 mm)	5'0" (1532 mm)
Angle of oscillation	±10°	±10°
Tire / Rim size	400/70 R18 /13x18	400/70 R20 /13x20

Maximum speed (Standard)		
1st range forward/reverse	3.7 mph (6 km/h)	3.7 mph (6 km/h)
2nd range forward/reverse	11.5 mph (18.5 km/h)	12.5 mph (20 km/h)
Maximum speed (High speed)		
1st range forward/reverse	5 mph (8 km/h)	5 mph (8 km/h)
2nd range forward/reverse	17.5 mph (28 km/h)	19 mph (30 km/h)

## Brake system

Service brake: reliable dual braking system, acting upon all four wheels.

1. Wear-free, hydrostatic inching brake
  2. Central friction brake, actuated via "inch/brake pedal." First stage of pedal application actuates the inching facility, the last third of pedal application applies the central friction brake.
- Parking brake: central drum brake, acting upon all four wheels.

## Steering system

Hydrostatic steering. Central articulating-oscillating joint with damping effect.

Angle of articulation ±40°.

Steering pump/gear-type pump

	L30B Pro	L35B Pro
Flow @ engine r/min	6.6 US gal/min - 38 r/s 25 l/min - 2300 r/min	7.7 US gal/min - 43 r/s 29 l/min - 2600 r/min
Relief valve pressure	3685 psi (185 bar)	2685 psi (185 bar)

## Cab

Instrumentation: All important information is centrally located in the operator's field of vision.

## Hydraulic system

Thermostatically-controlled oil circuit with integrated cooling system. Hydraulic control valve: Servo-controlled, double acting control valve with three spool system, with primary and secondary pressure valves.

1. Lifting function / 2. Tilting function / 3. Additional function for hydraulic QC.

Unlock, neutral, lock. Preparation for operating hydraulic attachments with this function is available as an option.

Hydraulic oil filter: Combined suction and return-filtration cartridge with a 10 µm filter. The filter can be replaced without emptying the hydraulic oil tank.

Hydraulic pump / gear type-pump

	L30B Pro	L35B Pro
Flow @ engine r/min	14.5 US gal/min - 38.3 r/s 55 l/min - 2300 r/min	19.3 US gal/min - 43.3 r/s 73 l/min - 2600 r/min
Relief valve pressure	3625 psi (250 bar)	3625 psi (250 bar)

## Linkage

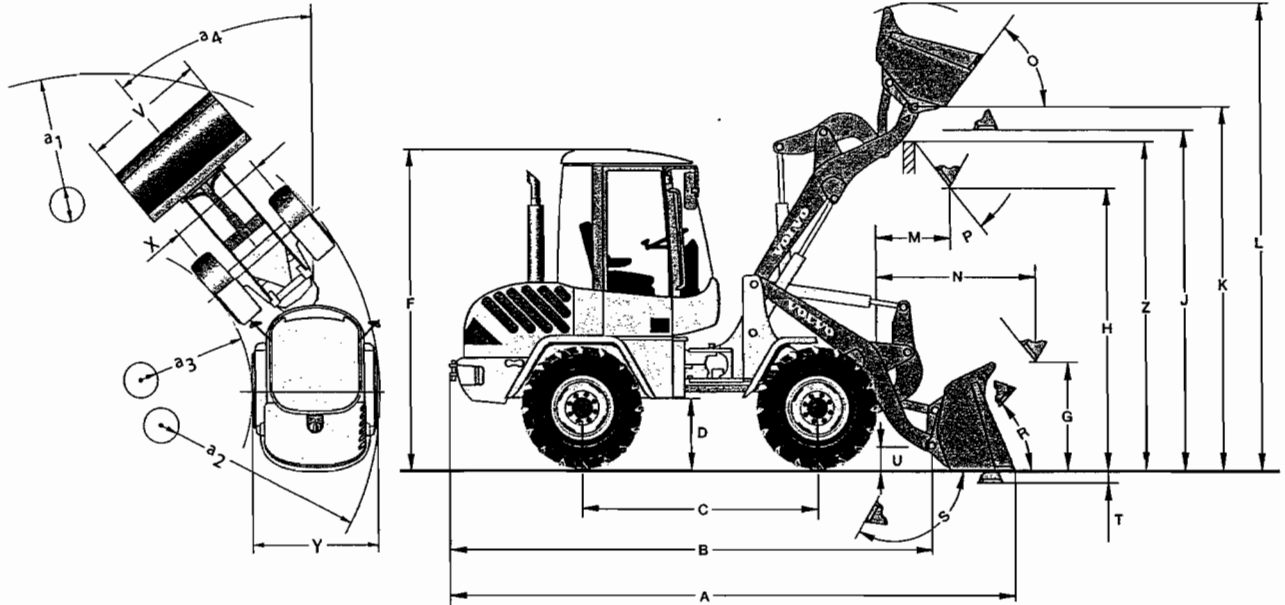
Powerful Z-bar loader-linkage.




	L30B Pro	L35B Pro
Lift cylinders / Tilt cylinders	2/1	2/1
Lift time (loaded)	6.5 s	5.5 s
Lowering time (empty)	3.5 s	3.5 s
Dump time	1.5 s	1.2 s
Crowd time	2.0 s	1.5 s

## Capacities

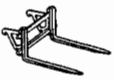
	L30B Pro	L35B Pro
Engine	2.8 US gal (10.5 l)	2.8 US gal (10.5 l)
Fuel tank	22.7 US gal (86.0 l)	22.7 US gal (86.0 l)
Front axle	3.2 US gal (12.2 l)	3.2 US gal (12.2 l)
Rear axle, incl. drop-box	3.6 US gal (13.5 l)	3.6 US gal (13.5 l)
Hydraulic tank, incl. hydraulic system	17.2 US gal (65.0 l)	17.2 US gal (65.0 l)

# SPECIFICATIONS - L30B PRO



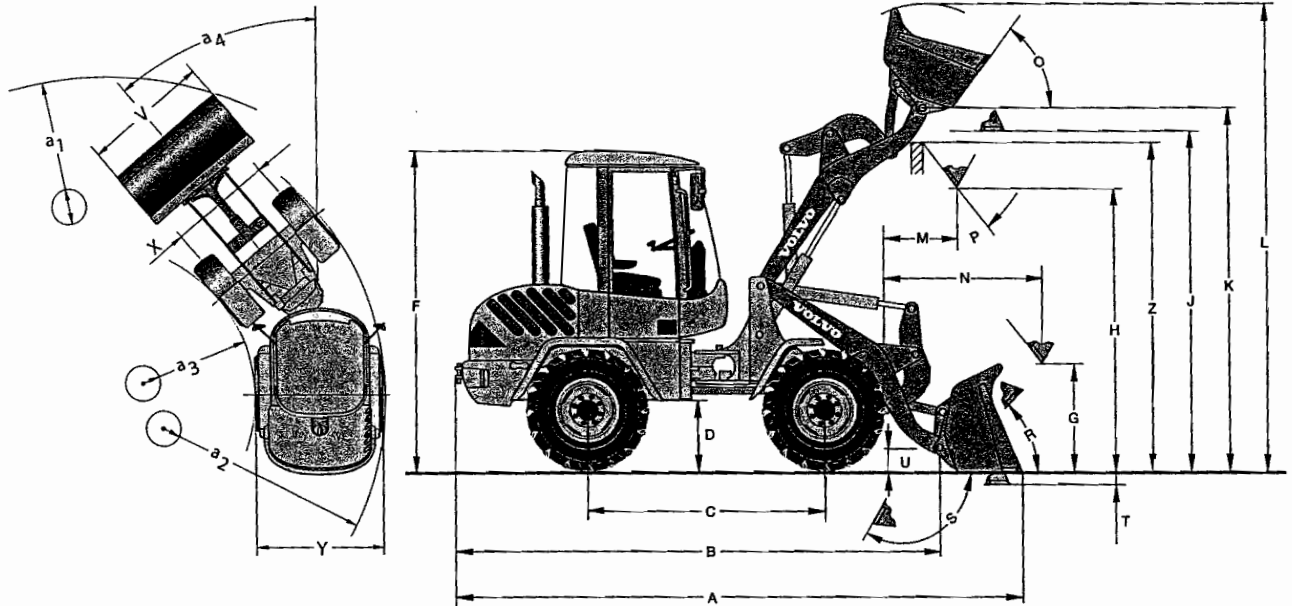
Data according to bucket type		Gen. Purpose without teeth		Light material		
L30B Pro with Z-bar linkage, Z-attachment carrier and 400/70 R18 tires						
Capacity heaped	yd <sup>3</sup> (m <sup>3</sup> )	1.2 (0.9)	1.6 (1.2)	2.1 (1.6)		
Material density	lb/yd <sup>3</sup> (kg/m <sup>3</sup> )	3540 (2100)	2530 (1500)	1850 (1100)		
Static tipping load, straight (ISO / DIS)	lb (kg)	9700 (4400)	9370 (4250)	9040 (4100)		
Static tipping load, full turn 40° (ISO / DIS)	lb (kg)	8490 (3850)	8270 (3750)	7940 (3600)		
Hydraulic lifting capacity, max.	lbf (kN)	12930 (57.5)	12480 (55.5)	11920 (53.0)		
Breakout force	lbf (kN)	13710 (61.0)	11920 (53.0)	9780 (43.5)		
A Total length	ft in (mm)	16'11" (5160)	17'3" (5260)	17'10" (5430)		
L Lift height, max.	ft in (mm)	13'7" (4140)	13'11" (4230)	14'5" (4385)		
V Bucket width	ft in (mm)	6'3" (1900)	6'7" (2000)	6'11" (2100)		
a <sub>1</sub> Clearance circle	ft in (mm)	27'11" (8495)	28'5" (8645)	29'0" (8845)		
T Digging depth	ft in (mm)	0'3" (80)	0'3" (80)	0'3" (80)		
H Dump height	ft in (mm)	8'4" (2545)	8'2" (2475)	7'9" (2350)		
M Reach at max. height	ft in (mm)	2'4" (715)	2'7" (780)	2'11" (895)		
N Reach, max.	ft in (mm)	4'11" (1495)	5'1" (1560)	5'6" (1670)		
Operating weight	lb (kg)	12040 (5460)	12130 (5500)	12320 (5590)		




L30B Pro with Z-bar linkage, Z-attachment carrier and 400/70 R18 tires	
B	14'4" (4370 mm)
C	7'1" (2150 mm)
D	1'10" (570 mm)
F	8'11" (2710 mm)
G	2'10" (870 mm)
J	9'11" (3025 mm)
K	10'7" (3225 mm)
O	70°
P	45°
R	50°
S	140°
U	0'8" (200 mm)
X	4'8" (1412 mm)
Y	6'0" (1815 mm)
Z	9'7" (2930 mm)
a <sub>2</sub>	12'10" (3900 mm)
a <sub>3</sub>	6'8" (2030 mm)
a <sub>4</sub>	±40°


Data with loading fork			
Center of gravity 500 mm			
Tipping load, full turn (ISO / DIS)	lb (kg)	6610 (3000)	
Payload according to EN 474-3, 60/80%	lb (kg)	3970/5300 (1800/2400)	
Payload 80%, transport position, 40° full turn	lb (kg)	<b>68</b>	5500 (2500)

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# SPECIFICATIONS - L35B PRO



Data according to bucket type		Gen. Purpose without teeth			Light material		
L35B Pro with Z-bar linkage, Z-attachment carrier and 400/70 R20 tires							
Capacity heaped	yd <sup>3</sup> (m <sup>3</sup> )	1.4 (1.05)	1.8 (1.4)	2.1 (1.6)			
Material density	lb/yd <sup>3</sup> (kg/m <sup>3</sup> )	3370 (2000)	2360 (1400)	2020 (1200)			
Static tipping load, straight (ISO / DIS)	lb (kg)	10690 (4850)	10250 (4650)	10140 (4600)			
Static tipping load, full turn 40° (ISO / DIS)	lb (kg)	9480 (4300)	9040 (4100)	8930 (4050)			
Hydraulic lifting capacity, max.	lbf (kN)	13710 (61.0)	13150 (58.5)	12930 (57.5)			
Breakout force	lbf (kN)	13600 (60.5)	10450 (46.5)	9780 (43.5)			
A Total length	ft in (mm)	17'4" (5285)	18'0" (5490)	18'3" (5555)			
L Lift height, max.	ft in (mm)	14'1" (4290)	14'6" (4425)	14'9" (4495)			
V Bucket width	ft in (mm)	6'7" (2000)	6'7" (2000)	6'11" (2100)			
a <sub>1</sub> Clearance circle	ft in (mm)	28'6" (8670)	28'11" (8800)	29'4" (8935)			
T Digging depth	ft in (mm)	0'4" (105)	0'4" (105)	0'4" (105)			
H Dump height	ft in (mm)	8'9" (2655)	8'3" (2500)	8'1" (2455)			
M Reach at max. height	ft in (mm)	2'6" (750)	2'11" (880)	3'0" (925)			
N Reach, max.	ft in (mm)	5'2" (1565)	5'7" (1695)	5'9" (1745)			
Operating weight	lb (kg)	13710 (6220)	13850 (6280)	13930 (6320)			

Data with loading fork		
Center of gravity 500 mm		
Tipping load, full turn (ISO / DIS)	lb (kg)	7360 (3340)
Payload according to EN 474-3, 60/80%	lb <b>6 9</b>	4400/5500 (2000/2500)
Payload 80%, transport position, 40° full turn	lb (kg)	5500 (2500)

L35B Pro with Z-bar linkage, Z-attachment carrier and 400/70 R20 tires	
B	14'9" (4490 mm)
C	7'1" (2150 mm)
D	1'11" (595 mm)
F	9'0" (2730 mm)
G	2'11" (900 mm)
J	10'3" (3130 mm)
K	10'11" (3330 mm)
O	66°
P	45°
R	50°
S	135°
U	0'8" (200 mm)
X	5'0" (1532 mm)
Y	6'4" (1932 mm)
Z	9'12" (3040 mm)
a <sub>2</sub>	13'0" (3960 mm)
a <sub>3</sub>	6'6" (1990 mm)
a <sub>4</sub>	±40°

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## STANDARD EQUIPMENT

### Engine

Diesel engine, direct fuel injection  
Extra fuel filter  
Cold start aid  
Dry-type air filter

### Electrical system

L30B Pro : Alternator 80 A  
L35B Pro : Alternator 80 A  
Main head lights (halogen)  
full/dipped/asymmetrical  
Working lights (2 front/1 rear, right)  
Parking lights  
Rear lights  
Brake lights  
Direction indicators  
Hazard warning lights  
Reversing lights  
Cab lighting

### Instrumentation & controls:

Multi-function lever  
12 Volt accessories socket  
Horn  
Hazard warning switch  
Safety start  
Analog LED-information for:  
Fuel level  
Engine temperature  
Drive system oil temperature  
LED-illuminated symbols (color-coded)  
for:  
Direction (forward/reverse)  
Indicators (left/right)  
Pre-heater  
Main beam  
Differential locks  
LED-illuminated symbols (red) with  
acoustic signal for:  
Parking brake  
Air filter restriction  
Drive system oil temperature

Engine temperature  
Engine oil pressure  
Battery charging  
Return filter  
Touch pad with symbols and integrated  
LEDs for:  
Parking lights  
Working lights (front/rear)  
Windscreen wiper (rear)  
Rotating beacon  
Boom suspension system  
Locking and activation of Volvo-  
attachment carrier (TPV)  
Activation of directional change on  
joystick  
Digital LED display activated by dual  
function keys for:  
Entry and retrieval of operating  
information  
Anti-theft function control

### Drivetrain

Hydrostatic drive  
Operator-selected 100% differential locks  
Tires:  
L30B Pro : 400/70 R18  
L35B Pro : 400/70 R20

### Cab Exterior

ROPS/FOPS-cab with flexible mountings  
Walk-through cab  
Lockable doors  
All-round tinted safety glass  
Windshield wiper (front/rear)  
Windshield washer (front/rear)  
Sliding window in the left door  
Door stops  
External rearview mirrors (right/left)

### Cab Interior

4-way adjustable operator's seat  
Adjustable steering column  
Seat belt  
Sunvisor

Heater with air-filter and defroster  
(front/rear)  
Cab ventilation  
Preparation for an optional air-conditioner  
Storage box in the cab

### Hydraulic system

Gear-type pump  
Control valve three-spool system  
3rd hydraulic circuit

### Working Equipment

Bucket level indicator  
Hydraulic quick-change attachment  
carrier

### Carriage Body

Fenders front/rear  
Lockable engine hood  
Vertical exhaust  
Towing device  
Lifting eyes

### Service and maintenance

Tool kit  
Wheel nut wrench

### International Standards for Machines and Production

Quality: DIN/ISO 9001  
Safety: CE - Criterion  
Machine guide-lines 98/37/EC ROPS  
ISO 3471  
FOPS ISO 3449  
Operating weight ISO 7131  
Tipping load / Payload: ISO / DIS 14397-1  
EMV (Electromagnetic Compatibility)  
89/336/EEC plus supplement  
Environment: DIN/ISO 14001 EPA Tier 3  
Sound regulation: 2000/14/EC  
German environmental seal "low noise"  
RAL - UZ 53 (20 km/h version)

## OPTIONAL EQUIPMENT (Standard on certain markets)

### Engine equipment

Pre-heater  
Pre cleaner air filter (Turbo II)  
Oil-bath air cleaner  
Exhaust particle filter

### Cab

Hand throttle  
Hand control inch valve  
Air-conditioner  
Radio  
Working light (1 rear, left)  
Air suspension operator's seat

### Hydraulic system

Hydraulic coupler for 3rd hydraulic circuit  
4th hydraulic circuit  
Additional pump 70

### Environment

Initial filling of biodegradable hydraulic oil  
Low noise kit (L30B Pro, 30 km/h  
version)

### Safety

Anti-theft system  
Protective guards for:  
Main head lights  
Working lights  
Rear lights  
Rotating beacon  
Audible reverse alarm

**ATTACHMENT**

Appraiser Report for Unit 1439 (L20B Compact Wheel Loader)

SFC CLERK RECORDED 02/07/2012



October 12, 2011

City of Santa Fe  
Purchasing Office  
2651 Siringo Rd. Bld. H  
Santa Fe, NM 87505  
Attention: Robert Rodarte

Re: Equipment Appraisal

Year: 2008  
Make: Volvo  
Model: L20B  
Serial No: 1703171  
Hours: 3049  
Attachments; Forks, Light Material Bucket, General Purpose Bucket

Our analysis of the above specified machine is that it is currently in fair operational condition. We are aware of some functional problems with the machine but will assume those will be repaired. There are some minor damages that will not significantly affect the value of the machine.

Based on our analysis and details provided in the Inspection Report, which has been attached, the Fair Market Value of the specified assets listed above is **\$37,000.00** (Thirty-seven thousand dollars).

The intent of this document is for reference purposes only and does not constitute an agreement or contract between Golden Equipment Company and the City of Santa Fe.

Best regards,

Flavio Salazar  
Customer Development Manager

**Albuquerque**  
721 Candelaria NE  
Albuquerque, NM 87107  
505-345-7811

**Farmington**  
1150 Madison Lane  
Farmington, NM 87401  
505-326-1413

**Durango**  
29268 Hwy 160  
Durango, CO 81301  
970-247-8830

[GoldenEquipment.com](http://GoldenEquipment.com)

SFC CLERK RECORDED 02/07/2012

# Equipment Inspection Form

Type: Wheel Loader

Please provide the following information for your equipment.

## Step 1 - General Information

Customer Full Name: <u>Santa Fe Solid Waste Mgmt</u>	Equipment Name: [ ]	Location Description: [ ]	Current Postal Code: [ ]
Country: [ ]	Equipment Application: [ ]	Serial Number: [ ]	IC Number: [ ]
Equipment Category: [ ]	Make: <u>Valvo</u>	Model: <u>L70B</u>	Year: <u>2006</u>
Matrix Hours: [ ]	Inspector Name: [ ]	Operating Hours: <u>3049</u>	Requested Price (in USD): [ ]
Comments: [ ]			

## Step 2 - General Configuration

ROPS: <input type="radio"/> Yes <input type="radio"/> No	Air Conditioning: <input type="radio"/> Yes <input type="radio"/> No	FOPS: <input type="radio"/> Yes <input type="radio"/> No	Auto lube: <input type="radio"/> Yes <input type="radio"/> No	EROPS: <input checked="" type="radio"/> Yes <input type="radio"/> No	Engine pre-heat: <input type="radio"/> Yes <input checked="" type="radio"/> No	Radio: <input type="radio"/> Yes <input checked="" type="radio"/> No	Rear camera: <input type="radio"/> Yes <input checked="" type="radio"/> No
Welds: <input type="radio"/> Yes <input checked="" type="radio"/> No	Original paint: <input checked="" type="radio"/> Yes <input type="radio"/> No	Is machine free from cracks/ welds? <input checked="" type="radio"/> Yes <input type="radio"/> No	Boom Type: <input checked="" type="radio"/> Standard <input type="radio"/> Long	Boom Suspension Type? <input type="radio"/> Yes <input checked="" type="radio"/> No	TP Linkages? <input type="radio"/> Yes <input type="radio"/> No	Wheel Loader Comments: [ ]	
Forks: <input checked="" type="radio"/> Yes <input type="radio"/> No	Drive Type: [ ]	Aux Hydraulic Function: [ ]	Bucket: <input checked="" type="radio"/> Yes <input type="radio"/> No Specify: <u>light material general purpose</u>				
Quick Coupler: [ ]	Engine Configuration Comments: [ ]						

## Step 3 - Engine Condition

General Condition: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Exhaust Condition: <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Turbo Charger: <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]			
Fuel Injection System: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Belts & Pulleys: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Engine Mounts: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]			
Oil pressure <input checked="" type="radio"/> Yes <input type="radio"/> No	Oil/ water leakages? <input type="radio"/> Yes <input checked="" type="radio"/> No	Abnormal smoke? <input type="radio"/> Yes <input checked="" type="radio"/> No	Abnormal noises? <input type="radio"/> Yes <input checked="" type="radio"/> No	Water in Oil? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is oil level ok? <input checked="" type="radio"/> Yes <input type="radio"/> No
Overhauled? <input type="radio"/> Yes <input checked="" type="radio"/> No	Engine power decline when loading? <input type="radio"/> Yes <input checked="" type="radio"/> No	Other: <input type="radio"/> Yes <input type="radio"/> No	Comments: <u>Electrical problems</u>		

## Electrical Condition

Computer: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Display: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Keys/ Switches: <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]
Lamps: <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Harnesses: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]	Batteries/ Connections: <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments: [ ]



Starter:  
 Good  Fair  Repair

Comments:  
*Current starting problem*

Alternator:  
 Good  Fair  Repair

Comments:

Back Alarm:  
 Good  Fair  Repair

Comments:

Horn:  
 Good  Fair  Repair

Comments:

Other:  
 Yes  No

Comments:

Warning/ Error messages:  
 Yes  No

### Step 4 - Transmission Condition

Performance:  
 Good  Fair  Repair

Comments:

Torque Converter:  
 Good  Fair  Repair

Comments:

Pump:  
 Good  Fair  Repair

Comments:

Case:  
 Good  Fair  Repair

Comments:

Retarder:  
 Good  Fair  Repair

Comments:

Abnormal Noises?  
 Yes  No

Comments:

Leakages?  
 Yes  No

Comments:

Operating test comments:  
 Yes  No

Comments:

Other?  
 Yes  No

Comments:

### Axle/ Final Drive Condition

Differential:  
 Good  Fair  Repair

Comments:

Axle Cradle Bearing:  
 Good  Fair  Repair

Comments:  
*NA*

Wet Disc Brakes:  
 Good  Fair  Repair

Comments:

Steering Pins & Brushes:  
 Good  Fair  Repair

Comments:

Articulated Joint:  
 Good  Fair  Repair

Comments:

Torsion Rods:  
 Good  Fair  Repair

Comments:

All Axles Driving?  
 Yes  No

Comments:

Leakage?  
 Yes  No

Comments:

Abnormal Noises?  
 Yes  No

Comments:

Other?  
 Yes  No

Comments:

### Step 5 - Body/ Main Frame Condition

Body Condition:  
 Good  Fair  Repair

Comments:

Operator Seat:  
 Yes  No

Comments:

Panels/ Doors/ Hatches:  
 Yes  No

Comments:

Frames:  
 Yes  No

Comments:

Engine Hood:  
 Yes  No

Comments:

Mirrors:  
 Yes  No

Comments:  
*No outside mirrors*

Cab Glass:  
 Yes  No

Comments:  
*Front window broken*

Other?  
 Yes  No

Comments:

### Hydraulic Condition

SIC CLERK RECORDED 02/07/2012

<b>General Condition:</b> <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Arm Cylinders:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Boom Cylinders:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Bucket Cylinders:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Tipping Cylinders:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Steering Cylinders:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Blade Control Cylinders:</b> <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Pipes/ hoses:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Pumps &amp; Motors:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<i>N/A</i>	<input type="text"/>	<input type="text"/>
<b>Valve Blocks:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Tank:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Swing Pumps:</b> <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<i>N/A</i>
<b>Dipper Cylinders:</b> <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Pins &amp; Brushes:</b> <input type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Overhauled?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:
<i>N/A</i>	<i>N/A</i>	<input type="text"/>
<b>Cylinder Ripper Scar?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:	<b>Leakages:</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:	<b>Abnormal Noises?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Other?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:		
<input type="text"/>		

**Step 6 - Cooling System Condition**

<b>Water Pump:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Radiator:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Oil Cooler:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Fan:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Fan Drive:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Hoses:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Oil in Water?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:	<b>Other?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:	
<input type="text"/>	<input type="text"/>	

**Brake Condition**

<b>Parking Brake:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Pedals:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Brakes:</b> <input checked="" type="radio"/> Good <input type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Brake Linkage:</b> <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Compressor:</b> <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments:	<b>Accumulators:</b> <input type="radio"/> Good <input checked="" type="radio"/> Fair <input type="radio"/> Repair Comments:
<input type="text"/>	<input type="text"/>	<input type="text"/>
<b>Other?</b> <input type="radio"/> Yes <input checked="" type="radio"/> No Comments:		
<input type="text"/>		

**Step 7 - Undercarriage Configuration**

Front Tire Configuration - Brand Left:

Front Tire Configuration - Brand Right:

Front Tire Configuration - Model Left:

Front Tire Configuration - Model Right:

Middle Tire Configuration - Brand Left:

Middle Tire Configuration - Brand Right:

Middle Tire Configuration - Model Left:

Middle Tire Configuration - Model Right:

Rear Tire Configuration - Brand Left:

Rear Tire Configuration - Brand Right:

Rear Tire Configuration - Model Left:

Rear Tire Configuration - Model Right:

Undercarriage Overall Condition:

- 5 - Excellent
- 4
- 3
- 2
- 1 - Poor

**Overall Condition**

Overall Condition:

- 5 - Excellent
- 4
- 3
- 2
- 1 - Poor

Front Tire Configuration - % Remaining Left:

Front Tire Configuration - % Remaining Right:

Front Tire Configuration - Size Left:

Front Tire Configuration - Size Right:

Middle Tire Configuration - % Remaining Left:

Middle Tire Configuration - % Remaining Right:

Middle Tire Configuration - Size Left:

Middle Tire Configuration - Size Right:

Rear Tire Configuration - % Remaining Left:

Rear Tire Configuration - % Remaining Right:

Rear Tire Configuration - Size Left:

Rear Tire Configuration - Size Right:

Wheel Loader Undercarriage Comments:

Front Tire Configuration - Serial Number Left:

Front Tire Configuration - Serial Number Right:

Front Tire Configuration - Tread Depth mm Left:

Front Tire Configuration - Tread Depth mm Right:

Middle Tire Configuration - Serial Number Left:

Middle Tire Configuration - Serial Number Right:

Middle Tire Configuration - Tread Depth mm Left:

Middle Tire Configuration - Tread Depth mm Right:

Rear Tire Configuration - Serial Number Left:

Rear Tire Configuration - Serial Number Right:

Rear Tire Configuration - Tread Depth mm Left:

Rear Tire Configuration - Tread Depth mm Right:

Summary:

Cancel

Save

SFC CLERK RECORDED 02/07/2012

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Request for Approval of Amendment No. 3 to Professional Services Agreement with J. R. Miller & Associates, Inc. of Brea, CA, for the Plan, Design, Construction Management, and Development of an Operations Plan for a Permanent Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$8,560.00.

## BACKGROUND & SUMMARY:

On May 21, 2009, the Board approved a Professional Services Agreement (Agreement) to J.R. Miller & Associates, Inc. of Brea, CA, for engineering services for the plan, design, construction management, and development of an operations plan for a permanent household hazardous waste (HHW) collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$133,100 (RFP # '09/09/P).

On February 17, 2011, the Board approved Amendment No. 1 to increase the Agreement in the amount of \$47,160.00 for a total not-to-exceed amount of \$180,260.00. The engineering services for the HHW facility was expanded from the original scope of work. The actual extent of design services was undefined at the beginning until a feasibility analysis was performed. The original budget for design and construction documents assumed minimal design would be needed by using pre-manufactured HHW storage units and utilizing an open area near the transfer station building. Other changes in the scope of work included: 1) engineering and surveying services for the new recycling drop-off center; 2) additional design time for the changes to the electrical requirements based on field conditions; 3) increased demand for construction bid documents that is reflective of a competitive marketplace; 4) bidding services and construction support by J.R. Miller and subcontractor M&E Engineering, support service related to the RFP process for the HHW contracting service; and 5) required gross receipts tax for the additional services.

On August 11, 2011, the Board approved Amendment No. 2 to increase the Agreement in the amount of \$24,540.00 for a total not-to-exceed amount of \$204,800.00 for construction administration to complete the project. The Amendment was a result of the activities associated with the re-bidding that could not have been anticipated by the consultant or the Agency. The amendment also extended the Agreement to June 30, 2012.

Amendment No. 3 will increase the Agreement in the amount of \$8,560.00 for a total not-to-exceed amount of \$213,360.00. The amendment is needed to cover the cost of construction

material testing and special inspections as required building code.

Funding is available via a budget increase from 5500.100700 (Cash) to WIP Design - 52504.572960.

**ACTION REQUESTED:**

The Agency is requesting the Board approve Amendment No. 3 to the Agreement with J. R. Miller & Associates, Inc. of Brea, CA, for the plan, design, construction management, and development of an operations plan for a permanent household hazardous waste collection facility at BuRRT in the amount of \$8,560.00.

The Agency also requests approval of a budget increase from 5500.100700 (Cash) to 52504.572960 (WIP Design) in the amount of \$8,560.00.

- Attachments:
- 1) Budget Adjustment Request
  - 2) Professional Service Agreement - Amendment No. 3
  - 3) Professional Service Agreement - Amendment No. 2
  - 4) Professional Service Agreement - Amendment No. 1
  - 5) Professional Service Agreement

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SRC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Budget Adjustment Request

SPPC CLERK RECORDED 02/07/2012



**ATTACHMENT**

Professional Services Agreement - Amendment No. 3

SFC CLERK RECORDED 02/07/2012



**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering Services for HHW Facility)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 2, 2009 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and J.R. Miller & Associates, 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 services for the plan, design, construction management and development of an operations plan for a permanent household hazardous waste (HHW) facility at the Buckman Road Recycling and Transfer Station.

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 additional Scope of Work attached hereto as Exhibit A.

SFC CLERK RECORDED 02/07/2012

2. **COMPENSATION**

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Eight Thousand Five Hundred Sixty Dollars and No Cents (\$8,560.00) 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 Two Hundred Thirteen Thousand Three Hundred Sixty Dollars and No Cents (\$213,360.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$133,100.00
AMENDMENT NO. 1	\$47,160.00
AMENDMENT NO. 2	\$24,540.00
AMENDMENT NO. 3	\$8,560.00
CONTRACT TO DATE	\$213,360.00

- 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 not 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. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:

\_\_\_\_\_  
Rosemary Romero  
Chairperson

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

ATTEST:

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

J.R. MILLER & ASSOCIATES, INC.:

\_\_\_\_\_  
Douglas A. Drennen, P.E.  
Principal

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

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

SFC CLERK RECORDED 02/07/2012

**EXHIBIT A**

**J.R. Miller & Associates**

**Additional Scope of Work dated November 8, 2011**

REC CLERK RECORDED 02/07/2012



ARCHITECTS  
ENGINEERS  
PLANNERS

November 8, 2011

Santa Fe Solid Waste Management Agency  
Caja Del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506

Attn: Randall Kippenbrock, P. E.  
Executive Director

RE: HHW Facility - Project 4116-0

Dear Randall:

The construction of the HHW will require some additional owner costs for special inspection services. These costs for testing and special inspection are required of the owner through the building code. The costs are broken out and are not to exceed budget numbers.

Building special inspections (By Hands Engineering)	NTE	\$ 5,000.00
Building and asphalt testing (By Geo-Test)	NTE	\$3,000.00
<u>service taxes</u>		<u>\$ 560.00</u>
Change Order for Special Inspections		\$ 8,560.00

If you have any questions, please do not hesitate to call.

Sincerely,

J.R. MILLER & ASSOCIATES, INC.  
Architects, Engineers, Planners

Doug Drennen, P.E.  
Principal

DD/jk  
Enclosures

J.R. MILLER & ASSOCIATES, INC.

Corporate Office  
2700 Saturn Street  
Brea, CA 92821  
Tel: 714.524.1870  
Fax: 714.524.1875

128 East Reynolds Road  
Suite 101  
Lexington, KY 40517

Tel: 859.245.0049  
Fax: 859.245.0125

www.jrma.com

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Professional Services Agreement - Amendment No. 2

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 2  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering Services for HHW Facility)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 2, 2009 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and J.R. Miller & Associates, 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 services for the plan, design, construction management and development of an operations plan for a permanent household hazardous waste (HHW) facility at the Buckman Road Recycling and Transfer Station.

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 additional Scope of Work 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 Twenty-Four Thousand Five Hundred Forty Dollars and No Cents (\$24,540.00) 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 Two Hundred Four Thousand Eight Hundred Dollars and No Cents (\$204,800.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$133,100.00
AMENDMENT NO. 1	\$ 47,160.00
AMENDMENT NO. 2	\$ 24,540.00
CONTRACT TO DATE	\$204,800.00

- 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 not more than once each month. Compensation shall be paid only for services actually performed.

3. **TERM AND EFFECTIVE DATE**

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




- A. This Agreement shall be effective when signed by the Agency and shall terminate on June 30, 2012, unless terminated sooner pursuant to Article 6 below.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978, § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

4. AGREEMENT IN FULL FORCE

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

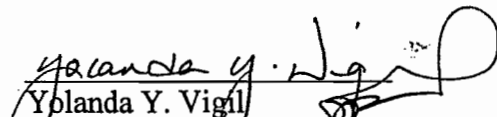
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 2 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:


  
\_\_\_\_\_  
Rosemary Romero  
Chairperson

8/11/11  
Date:

ATTEST:

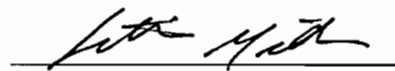
  
\_\_\_\_\_  
Yolanda Y. Vigil  
Santa Fe City Clerk

J.R. MILLER & ASSOCIATES, INC.:

  
\_\_\_\_\_  
Douglas A. Drennen, P.E.  
Principal

8/15/11  
Date:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Justin W. Miller  
Agency Attorney

8/16/11  
Date:

SFC CLERK RECORDED 02/07/2012

**EXHIBIT A**

**J.R. Miller & Associates**

**Additional Scope of Work dated July 15, 2011**

SFC CLERK RECORDED 02/07/2012



July 17, 2011

Santa Fe Solid Waste Management Agency  
 Caja Del Rio Landfill  
 149 Wildlife Way  
 Santa Fe, NM 87506

Attn: Randall Kippenbrock, P. E.  
 Executive Director

RE: HHW Facility - Project 4116-0

Dear Randall:

The information listed below is a summary and clarification of our request for additional services to complete the construction services for the HHW and Recycling area. In February the Agency approved Change Order #1 for \$47,160. This change order included the cost of completing design services for the HHW and the recycling drop off area that was not included in the original budget. These activities represented \$21,510 of the total change order. The remaining \$25,650 included \$23,350 for construction support services, \$1,500 for survey of the recycling area perimeter fence line requested by the City, and \$800 for reimbursables.

Since the original Bid a number of changes and rebids have occurred that have used a good portion of the original budget. The items are described below;

Revisions to construction package for re-bid	\$ 7,800
Time spent on rebidding	5,200
Additional Printing cost	5,000
<u>New Mexico service taxes</u>	<u>2,000</u>
Total	\$20,000

The activities associated with re-bidding could not have been anticipated by the Agency or by JRMA. Do to the unique situation of the project, listed is the projected budget of the project for construction administration through completion based on the information and situation to date.

JRMA project administration	9,000
M&E onsite administration	14,000
<u>Survey of recycling area</u>	<u>1,500</u>
Subtotal labor	24,500
<u>Projected reimbursable expenses</u>	<u>1,000</u>
Total budget for direct services	25,500
<u>State service taxes</u>	<u>2,040</u>
Subtotal	27,540
<u>Minus project balance (after June Invoice)</u>	<u>- 3,000</u>
Requested Additional service	\$ 24,540

The total budget of \$25,500 is similar to what we requested in our change order. When adding in the service tax it brings the total to \$27,540. We expect to have about \$3,000 left after the June Invoice therefore the total budget estimate to complete the project is \$24,540.

J.R. MILLER & ASSOCIATES. INC

Corporate Office  
 2700 Saturn Street  
 Brea, CA 92821

Tel: 714.524.1870  
 Fax: 714.524.1875

128 East Reynolds Road  
 Suite 101

Lexington, KY 40517  
 Tel: 859.245.0049  
 Fax: 859.245.0125

www.jrma.com

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We will continue to monitor the expenses to keep you up to date. If you have any questions, please do not hesitate to call.

Sincerely,

J.R. MILLER & ASSOCIATES, INC.  
Architects, Engineers, Planners

Doug Drennen, P.E.  
Principal

DD/jk  
Enclosures

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**ATTACHMENT**

Professional Services Agreement - Amendment No. 1

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
(Engineering Services for HHW Facility)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated June 2, 2009 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency (the "Agency") and J.R. Miller & Associates, 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 services for the plan, design, construction management and development of an operations plan for a permanent household hazardous waste (HHW) facility at the Buckman Road Recycling and Transfer Station.

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 additional Scope of Work 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 Forty-Seven Thousand One Hundred Sixty Dollars and No Cents (\$47,160.00) 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 One Hundred Eighty Thousand Two Hundred Sixty Dollars and No Cents (\$180,260.00), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$133,100.00
AMENDMENT NO. 1	\$ 47,160.00
CONTRACT TO DATE	\$180,260.00

- 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 not more than once each month. Compensation shall be paid only for services actually performed.

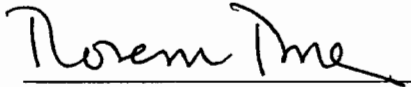
3. **AGREEMENT IN FULL FORCE**

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. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

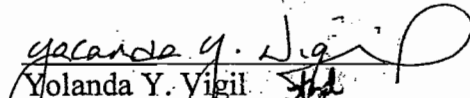
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY:



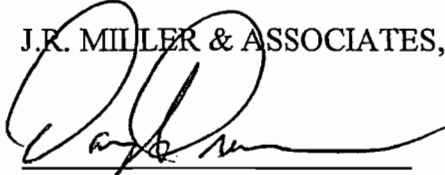
Rosemary Romero  
Chairperson

2-17-11  
Date:

ATTEST:


  
Yolanda Y. Vigil  
Santa Fe City Clerk

J.R. MILLER & ASSOCIATES, INC.:

  
Douglas A. Drennen, P.E.  
Principal

2/17/11  
Date:

APPROVED AS TO FORM:

  
Nancy R. Long  
Agency Attorney

2/17/11  
Date:

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**EXHIBIT A**

**J.R. Miller & Associates**

**Additional Scope of Work dated February 8, 2011**

**REC CLERK RECORDED 02/07/2012**



ARCHITECTS  
ENGINEERS  
PLANNERS

February 8, 2011

Santa Fe Solid Waste Management Agency  
Caja Del Rio Landfill  
149 Wildlife Way  
Santa Fe, NM 87506

Attn: Randall Kippenbrock, P. E.  
Executive Director

RE: Change Order - HHW/Recycling Center Design Services

Dear Randall,

As we discussed, the services for the HHW facility have been expanded from our original scope. The additional service provided over the life of the project has been resulted in using the existing budget. It is important to recognize that when the original proposal and scope was prepared in July 2009 the actual extent of design services was undefined. At the time we had a limited basis of design. Our approach included a budget for completing the feasibility analysis to evaluate whether to build a new HHW or continue to provide HHW services with special collection events. After completing the report it was decided to build an HHW facility at BuRRT. The budget included tasks for programming and preliminary design.

The estimated budget for design and construction documents \$31,000 assuming minimal design using pre-manufactured HHW storage units with perhaps a new canopy and site work. We had budgeted an additional \$30,000 in design contingency for a total of \$61,000. In total JRMA expended \$87,000 on design and preparation construction documents. This includes \$13,000 to plan, design and permit the Recycling area which was not included in our original budget. The final engineering services includes 55 construction drawings, specifications and amending front end contract documents for bidding.

J.R. MILLER & ASSOCIATES, INC.

Corporate Office  
2700 Saturn Street  
Brea, CA 92821  
Tel: 714.524.1870  
Fax: 714.524.1875

128 East Reynolds Road  
Suite 101  
Lexington, KY 40517  
Tel: 859.245.0049  
Fax: 859.245.0125

In addition to the new recycling area there were other scope items that were not part of our original budget. These include the following items:

1. Additional survey services relating to the recycling area	\$ 2,100
2. Drainage calculations and memorandum to the City regarding storm water drainage of the front-end recycling area	560
3. Additional tax for services provided on main scope	<u>\$ 1,935</u>
Subtotal	
Total	\$4,595

Our original budget was \$133,100 which included \$14,768 for bidding assistance and construction services. We estimate through the month of February we will expend \$146,000.

To complete the project, JRMA has put together a scope of budget for the bidding assistance and construction administration. This work will be carried out in conjunction with M&E Engineers, who will perform onsite inspections

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and provide routine monitoring of construction progress. They will also provide the services for coordinating submittals and RFIs. Total budget for the construction bidding and administrative services is \$23,350. This budget is based in 5 months of construction and includes both projects i.e., the HHW Facility and the Recycling Area. In addition, JRMA included \$2,500 for bidding assistance with the procurement for the contract operator. Other items in change order are the added survey work required by the City for the lease agreement, the printing cost for construction bid documents, the design services for the Recycling Area and the required services tax. The printing cost for bid documents is based on an increased demand for construction bid documents reflective of a competitive marketplace. We have also included additional design time anticipating changes to the electrical service requirements based on field conditions.

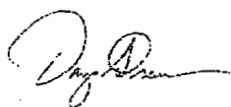
**Change Order - Scope Revisions**

Bidding Services and Construction Support		
	JRMA - Engineering Support services HHW	\$ 6,000
	JRMA - Operations contractor support	\$ 2,500
	M&E - Construction Administration and Field support	<u>\$14,850</u>
<i>Subtotal Bidding Services and Construction Support</i>		<i>\$23,350</i>
Additional Design Services (Recycling Area and Electrical)		\$15,560
Subtotal Labor		\$38,910
Addition of Service Tax		<u>\$ 3,200</u>
<i>Subtotal Labor and Service tax for labor</i>		<i>\$ 42,110</i>
<i>Additional Survey - for Property Adjustment to City Lease</i>		<i>\$ 1,500</i>
Reimbursables		
	Reproduction / Printing of Construction Documents	\$ 2,750
	Printing of Bid documents	
	Travel	<u>\$ 800</u>
<i>Subtotal Reimbursables</i>		<i>\$ 2,600</i>
<b>Total Change Order</b>		<b>\$ 47,160</b>

This change order will account for the additional design services completed for the recycling area and the other out of scope items. We did not include any budget for design contingency should something come up in the construction phase. One event to consider is that the contract operator if selected prior to completion of construction they may have some operating cost saving measures based on some modification to the design. As you know we did review the site layout and floor plan with different operators and tried to incorporate their comments. However, once the Agency starts to work with a specific vendor there might be some minor changes to consider.

If you have any questions please call.

Bidding Services and Construction Support  
 Bidding Services and Construction Support  
 Sincerely,



Doug Drennen, P.E. Principal  
 J.R. MILLER & ASSOCIATES, INC.

REC'D CLERK RECORDED 02/07/2012

**ATTACHMENT**

Professional Services Agreement

SEC CLERK RECORDED 02/07/2012

SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("the Agency") and J.R. Miller & Associates, Inc. of Brea, CA ("the Contractor") for PLAN, DESIGN, CONSTRUCTION MANAGEMENT, and DEVELOPMENT OF OPERATIONS PLAN FOR A PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY (RFP # '09/09/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

- A. Contractor represents that it possesses the experience and knowledge necessary to perform the services described in this Agreement.
- B. Contractor agrees to obtain and maintain throughout the term of this Agreement all applicable professional and business licenses required by law for itself, and its employees, agents, representatives and subcontractors.

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3. COMPENSATION

A. The Agency shall pay to Contractor a sum not to exceed One Hundred Thirty-Three Thousand One Hundred Dollars and No Cents (\$133,000.00) including applicable New Mexico gross receipts tax, broken down as follows:

Fee for Professional Services .....	\$126,763.00
New Mexico Gross Receipts Tax .....	\$6,337.00
Total.....	\$133,100.00

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

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

4. APPROPRIATIONS

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

REC'D FROM RECORDED 05/07/2012

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on December 31, 2011 unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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



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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

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10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

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

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

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

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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

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CONTRACTOR: J.R Miller & Associates, Inc.  
2700 Saturn Street  
Brea, CA 92821

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

AGENCY:

Rosemary Romero

Rosemary Romero  
Chairperson

CONTRACTOR:

Douglas A. Drennen

Douglas A. Drennen, P.E.  
J.R. Miller & Associates, Inc.

DATE: 6-2-09

DATE: 6/01/09

APPROVED AS TO FORM:

Mark T. Baker

Mark T. Baker  
Agency Attorney

NM Taxation & Revenue CRS No.  
03-163308-00-0

City of Santa Fe Business  
Registration No. 09-00042464  
Contract No. 0055742

A TEST:

Yolanda Vigil  
Yolanda Vigil  
City Clerk

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** November 14, 2011  
**Subject:** Request for Approval of Change Order No. 1 to Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the Construction of a Household Hazardous Waste Collection Facility at the Buckman Road Recycling and Transfer Station in the Amount of \$11,121.63.

## BACKGROUND & SUMMARY:

The Agency is requesting the Board to approve Change Order No. 1 to the Agreement with ESA Construction of Albuquerque, NM, for the construction of a household hazardous waste (HHW) collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$11,121.63.

The justifications for the change order include: 1) soil testing at the new recycling drop-off area to expedite paving; 2) additional asphalt cutting near the administration building due to an unforeseen condition (the existing asphalt thickness exceeded the normal thickness for asphalt); 3) an extension of the contract by 15 days due to a building permit delay; 4) additional electrical work due to a change in the occupancy classification from an H2 to H3 code; 5) the addition of 46 linear feet of speed bumps to ensure adequate traffic calming near the new recycling drop-off area, as per Agency's request; and 6) the reinforcement of the exterior loading pad for the HHW collection facility, which was not included in the contract documents.

The net change of the change order including NMGRT for the construction project is \$11,121.63. The total contract amount with the change order is \$727,864.63.

Funding is available via a budget increase from 5500.100700 (Cash) to be apportioned between 52504.570400 (Building and Structures) and 52504.570300 (Improvement to Land Other Than Building) in the total amount of \$11,121.63.

## ACTION REQUESTED:

The Agency is requesting the Board to approve Change Order No. 1 to Bid No. 11/40/B with ESA Construction of Albuquerque, NM, for the construction of a household hazardous waste collection facility at the Buckman Road Recycling and Transfer Station in the amount of \$11,121.63.

The Agency also requests approval of budget increase from 5500.100700 (Cash) to be apportioned between 52504.570400 (Building and Structures) and 52504.570300 (Improvement to Land Other Than Building) in the total amount of \$11,121.63.

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

M:\Memo\Memo111111.5.wpd

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**ATTACHMENT**

Budget Adjustment Request

SFC CLERK RECORDED 02/07/2012

# City of Santa Fe, New Mexico

## BUDGET ADJUSTMENT REQUEST (BAR)

<b>DEPARTMENT NAME</b> SANTA FE SOLID WASTE MANAGEMENT AGENCY	<b>DATE</b>
--	-------------

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER <small>(Finance Dpt. Use Only)</small>	INCREASE	DECREASE
Building and Structure	52504.570400		6,517.85	
Impr-to Land other than Building	52504.570300		4,603.81	
			11,121.66	-

Budget increase to be funded from 5500.100700(Cash reserves SWAMA Operating Fund) to fund Change Order #1 to Agreement with ESA Construction for construction of HHW Collection Facility in the amount of \$11,121.63

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

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**ATTACHMENT**

Change Order No. 1 to Bid No. 11/40

SFC CLERK RECORDED 02/07/2012

**CHANGE ORDER**

No. 1

Project Santa Fe Solid Waste Management Agency / Household Hazardous Waste Collection Facility  
 DATE OF ISSUANCE October 26, 2011 EFFECTIVE DATE October 26, 2011

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

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

Description and Reason for change.

- Item A - Costs for soils testing at Drop Off Area Needed to expedite paving of area.
- Item B - Costs to cut excessive depth of existing asphalt. Unforseen condition.
- Item C - Extension of contract 15 calendar days due to permit delay. Proper signatures required.
- Item D - Electrical cost due to change in Occupancy Classification.. Not included in contract documents
- Item E - Addition of 46 Linear feet of speed bump. Owner Request
- Item F - Reinforcement of Exterior Pad. Not included in contract documents

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

<p align="center"><b>CHANGE IN CONTRACT PRICE</b></p> <p>Original Contract Price                  \$ <u>716,743.00</u> includes NMGR</p>	<p align="center"><b>CHANGE IN CONTRACT TIMES:</b></p> <p>Original Contract Times:                  Substantial Completion: <u>February 10, 2012</u>                  Ready for final payment: <u>February 24, 2012</u></p>
<p>Net Increase (Decrease) from previous Change Orders                  No. <u>0</u> to No. <u>1</u>                  \$ <u>No change</u></p>	<p>Net change from previous Change Orders No. <u>0</u>                  No. <u>1</u>  <u>0</u>                  (days)</p>
<p>Contract Price prior to this Change Order                  \$ <u>716,743.00</u> includes NMGR</p>	<p>Contracts Times prior to this Change Order                  Substantial Completion: <u>February 10, 2012</u>                  Ready for final Payment <u>February 24, 2012</u>                  (days or dates)</p>
<p>Net Increase of this Change Order                  \$ <u>11,121.63</u> includes NMGR</p>	<p>Net <u>Increase</u> of this Change Order:                  Substantial Completion: <u>15</u>                  Ready for final Payment: <u>15</u>                  (days)</p>
<p>Contract Price with all approved Change Order                  \$ <u>727,864.63</u> includes NMGR</p>	<p>Contract Times with all approved Change Orders                  Substantial Completion: <u>February 25, 2012</u>                  Ready for final payment: <u>March 10, 2012</u>                  (days or dates)</p>

RECOMMENDED  
 By: [Signature]  
 ENGINEER (Authorized Signature)

APPROVED:  
 By: \_\_\_\_\_  
 OWNER (Authorized Signature)

ACCEPTED:  
 By: [Signature]  
 CONTRACTOR (Authorized Signature)

Date: October 26, 2011

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

Date: 10-26-11

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ESA Construction, Inc.  
 3435 Girard NE  
 Albuquerque, NM. 87107

Buckman Household Hazardous Waste Facility

10/01/11

Change Item Summary

Item	Description	COR Date	COR \$ (Before Tax)	Date to Arch	COR Status	Approval Date	Prime Contract CO #
A	Soils Testing Costs	10/18/11	\$2,116.17	10/18/11	Pend		
B	Sawcut Depth at Electrical Trench	10/18/11	\$639.99	10/18/11	Pend		
C	Time Extend	10/21/11	\$0.00	10/21/11	Pend		
D	Electric Change for Hazard Classification	10/21/11	\$425.69	10/21/11	Pend		
E	46lf of Speed Bumps	10/21/11	\$2,583.09	10/21/11	Pend		
F	Add Reinforcing to Exterior Pad	10/21/11	\$4,515.02	10/21/11	Pend		
		Subtotal:	\$10,279.96				
		Tax:	\$841.67				
		Total:	\$11,121.63				

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**ESA CONSTRUCTION, INC.**

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

Change Item

**NUMBER:** Item A  
**DATE:** 10/26/11

To: Michel Fidel  
M&E Engineering

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:  
Soils testing costs. Reimbursable.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	75.00	0.00		75.00
			1,894.37	1,894.37
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability ins on Sub	15.00		2.50	17.50
Subtotal:	90.00	0.00	1,896.87	1,986.87
% OH & Profit on ESA work	15.00			13.50
% OH & Profit on Subcontract	5.00			94.84
SUBTOTAL				2,095.22
ESA Bond 1%				20.95
SUBTOTAL				2,116.17
N.M. Gross Receipt Tax	8.1875%			173.26
TOTAL				2,289.43

**Time extension required:**

SEC CLERK RECORDED 02/07/2012



Subcontractor

Cost

Geo-Test Invoice #69874  
Invoice #69875

\$1,262.55  
\$631.82

TOTAL

\$1,894.37

SFC CLERK RECORDED 02/07/2012





INVOICE

3204 RICHARDS LANE • SANTA FE, NEW MEXICO 87507  
 (505) 471-1101 • FAX (505) 471-2245  
 8528 CALLE ALAMEDA NE • ALBUQUERQUE NEW MEXICO 87113  
 (505) 857-0933 • FAX (505) 857-0833  
 2805-A LAS VEGAS COURT • LAS CRUCES, NEW MEXICO 88007  
 (575) 526-6260 • FAX (575) 523-1600

DATE	NUMBER
Oct 18, 2011	69874

REMIT TO:  
 3204 RICHARDS LANE, SANTA FE NEW MEXICO 87507

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ESA CONSTRUCTION  
 3435 GIRARD NE  
 ALBUQUERQUE, NM 87107

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BUCKMAN TRANSFER STATION  
 PARKING LOT, JOB NO. 2-10913

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
09/21 PU PROCTOR		1.00	48.00	48.00
09/21 D-1557		1.00	110.00	110.00
09/21 SIEVE ANALYSIS		1.00	45.00	45.00
09/21 PLASTICITY INDEX		1.00	45.00	45.00
10/03 DENSITY TEST		2.00	48.00	96.00
10/04 DENSITY TEST, PU PROCTOR		2.00	48.00	96.00
10/04 D-1557		1.00	110.00	110.00
10/04 SIEVE ANALYSIS		1.00	45.00	45.00
10/04 PLASTICITY INDEX		1.00	45.00	45.00
10/04 P U ASPHALT, DENSITY TEST		3.00	48.00	144.00
10/04 SUPERPAVE		1.00	335.00	335.00
10/05 DENSITY TEST		1.00	48.00	48.00

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

SUBTOTAL	1,167.00
SALES TAX	85.55
<b>TOTAL</b>	<b>\$1,252.55</b>

INVOICE DUE: Nov 17, 2011

SFC CLERK RECORDED 02/07/2012

# GEO-TEST

## INVOICE

3204 RICHARDS LANE • SANTA FE NEW MEXICO 87507  
 (505) 471-1101 • FAX (505) 471-2245  
 8528 CALLE ALAMEDA NE • ALBUQUERQUE NEW MEXICO 87113  
 (505) 857-0933 • FAX (505) 857-0803  
 2805-A LAS VEGAS COURT • LAS CRUCES NEW MEXICO 88007  
 (575) 526-6260 • FAX (575) 523-1660

DATE	NUMBER
Oct 18, 2011	69875

REMIT TO:  
 3204 RICHARDS LANE, SANTA FE NEW MEXICO 87507

CLIENT

ESA CONSTRUCTION  
 3436 GIRARD NE  
 ALBUQUERQUE, NM 87107

PROJECT

BUCKMAN TRANSFER STATION  
 BUILDING, JOB NO. 2-10916

SERVICE/DESCRIPTION	UNITS	QTY	PRICE	EXTENSION
09/13 PU PROCTOR				
09/13 PU PROCTOR		1.00	48.00	48.00
09/13 D-1557		1.00	110.00	110.00
09/13 PLASTICITY INDEX		1.00	45.00	45.00
09/13 SIEVE ANALYSIS		1.00	45.00	45.00
09/26 DENSITY TEST		2.00	48.00	96.00
09/27 DENSITY TEST		4.00	48.00	192.00
10/13 DENSITY TEST		1.00	48.00	48.00

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

SUBTOTAL	584.00
SALES TAX	47.82
<b>TOTAL</b>	<b>\$631.82</b>

INVOICE DUE: Nov 17, 2011

SFC CLERK RECORDED 02/07/2012

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

Change Item

**NUMBER:** Item B  
**DATE:** 10/18/11

To: Michel Fidel  
 M&E Engineering

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:

Roadway sawcuts were budgeted per note 1 on C2.3, which indicates 7" thick asphalt. Actual depth was in the range of 9" to 10" and required extra equipment and subcontracting of a specialty saw-cut service. The location for this request is in the area of the electrical trench just NE of the Admin Building.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	105.00	425.00		530.00
			0.00	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	21.00		0.00	21.00
Subtotal:	126.00	425.00	0.00	551.00
% OH & Profit on ESA work	15.00			82.65
% OH & Profit on Subcontract	5.00			0.00
SUBTOTAL				633.65
ESA Bond 1%				6.34
SUBTOTAL				639.99
N.M. Gross Receipt Tax	8.1875%			52.40
TOTAL				692.39

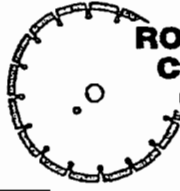
Time extension required:

SPEC CLERK RECORDED 02/07/2012



**INVOICE**

Terms: Net 10 days  
 Interest: 1 1/2 % Per Month  
 Accepted by:



**RONDA  
 CONCRETE  
 CUTTING**

21 Unit B Bisbee Court  
 Santa Fe, NM 87508  
 505-474-3612 Cell: 231-2412  
 State License No. 051932

**NOTICE**  
 It is understood and agreed that Ronda Concrete Cutting and Coring will be furnished by you with the locations of all hidden conduits, pipes and like structures and that you shall mark same plainly so our workman can ascertain the location thereof. Said company shall not be responsible for any damages that may occur to any conduit, pipe or like structure that has not been located and marked in its actual location, nor for any damage resulting therefrom. The above is hereby accepted and agreed to.

DATE: 9-26-11

FOR: ESA Const

ADDRESS \_\_\_\_\_

LOCATION OF JOB \_\_\_\_\_

PURCHASE ORDER NO. 88342

JOB NAME BUCKMAN TRANS FCD

QUANTITY	DESCRIPTION OF WORK PERFORMED
	<u>GILBERT 362 1894</u>
	<u>Saw Cut Asphalt Road For</u>
	<u>REMOVAL</u>
	<u>\$350<sup>00</sup></u>

SFC CLERK RECORDED 02/07/2012

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

Change Item

**NUMBER:** Item C  
**DATE:** 10/21/11

To: Michel Fidel  
 M&E Engineering

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:

Addition of 15 work days.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	0.00	0.00		0.00
			0.00	0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	0.00		0.00	0.00
Subtotal:	0.00	0.00	0.00	0.00
% OH & Profit on ESA work	15.00			0.00
% OH & Profit on Subcontract	5.00			0.00
SUBTOTAL				0.00
ESA Bond 1%				0.00
SUBTOTAL				0.00
N.M. Gross Receipt Tax	6.6250%			0.00
TOTAL				0.00

**Time extension required: 15 work days.**

SFC CLERK RECORDED 02/07/2012

ESA Construction, Inc.  
3435 Girard NE.  
Albuquerque, NM. 87107  
P: (505) 884-2171 F: (505) 888-3150

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09/28/11:

Permit delays: 15 days.

SFC CLERK RECORDED 02/07/2012

**ESA CONSTRUCTION, INC.**

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

To: Michel Fidel  
M&E Engineering

Change Item

**NUMBER:** Item D  
**DATE:** 10/21/11

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:  
Electrical changes due to hazard classification.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	54.00	0.00		54.00
			330.00	330.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	10.80		0.44	11.24
Subtotal:	64.80	0.00	330.44	395.24
% OH & Profit on ESA work	15.00			9.72
% OH & Profit on Subcontract	5.00			16.52
SUBTOTAL				421.48
ESA Bond 1%				4.21
SUBTOTAL				425.69
N.M. Gross Receipt Tax	8.1875%			34.85
TOTAL				460.55

Time extension required:

REC'D CLERK RECORDED 02/07/2012





Subcontractor

Cost

S&P Electric

\$330.00

TOTAL

\$330.00

SFC CLERK RECORDED 02/07/2012

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

## Change Order

10/19/11

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

**JOB:**  
Project: SF SWMA BURRT HHW Facility

Change Order Number: 1

**WORK DESCRIPTION: Labor and material for changes to occupancy classification.**

The total amount of this Change Order is: **\$330.00**

---

Attached are the following supporting reports:

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

Sincerely,

Scott Davis

SEC CLERK RECORDED 02/07/2012

Final Pricing	Value (\$)	Pct (%)	Alarm	Code
Database Material (Extension)	105.75			
Material Total	105.75			
Direct Labor	149.51			
Labor Total	149.51			
General Expenses	24.54			
Total Cost	279.80			
Database Material Overhead				
Labor Overhead				
Total Overhead				
Database Material Markup				
Labor Markup				
Adjustment Markup	50.36	17.999		
Total Markup	50.36	18.000		
Final Adjustment	-0.16	-0.048		
Selling Price	330.00		Pinned	
Final Price	330.00			

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	Description	Quantity	Date	Trade Price	Unit	Disc %	Link Price	Cost Adj	Net Cost	Labor	Unit	Total Material	Total Hours	Material C	Labor Con	Price Code
1	1/2" CONDUIT - EMT	16	6/27/2011	52.35	C	0.00	0.00	0.000	52.35	2.88	C	8.38	0.46	Normal	Normal	9800100200
2	1/2" CONN COMP DC - EMT	16	6/27/2011	105.45	C	0.00	0.00	0.000	105.45	10.00	C	16.87	1.60	Normal	Normal	7817471525
3	1/2" COUPLING COMP DC - EMT	2	6/27/2011	166.21	C	0.00	0.00	0.000	166.21	0.00	C	3.32	0.00	Normal	No Labor	7817470926
4	1/2" 1-H STRAP - EMT - STEEL	2	6/27/2011	28.54	C	0.00	0.00	0.000	28.54	4.90	C	0.57	0.10	Normal	Normal	7817470092
5	#12 THHN SOLID BLACK	53	9/10/2011	310.56	M	0.00	0.00	0.000	310.56	5.40	M	16.46	0.29	Normal	Normal	9801002240
6	#8x 1/2 P/H SELF-TAP SCREW	2	8/5/2011	7.16	C	0.00	0.00	0.000	7.16	2.40	C	0.14	0.05	Normal	Normal	7055910121
7	GFI Upgrade	4	10/19/2011	15.00	E	0.00	0.00	0.000	15.00	0.05	E	60.00	0.20	Normal	Normal	
Totals												105.75	2.69			

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**ESA CONSTRUCTION, INC.**

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

To: Michel Fidel  
M&E Engineering

Change Item

**NUMBER:** Item E  
**DATE:** 10/21/11

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:

Add 46 lineal feet of asphalt speed bumps near new drop off station.

	LABOR	MAT'L & EQUIP	SUB	TOTAL
ESA	90.00	0.00		90.00
			2,314.38	2,314.38
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	18.00		3.06	21.06
Subtotal:	108.00	0.00	2,317.44	2,425.44
% OH & Profit on ESA work	15.00			16.20
% OH & Profit on Subcontract	5.00			115.87
SUBTOTAL				2,557.51
ESA Bond 1%				25.58
SUBTOTAL				2,583.09
N.M. Gross Receipt Tax	8.1875%			211.49
TOTAL				2,794.58

Time extension required:

SFC CLERK RECORDED 02/07/2012

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

CHANGE ORDER REQUEST  
 BACKUP SHEET

DESCRIPTION	QUANTITY	LABOR	MATERIAL	EQUIPT.	SUB.
FIELD LABOR					
IN DAYS	0	0	0		
WAGE RATE	\$220.00	\$207.00	\$180.00		
	\$0.00	\$0.00	\$0.00	\$0.00	
SUPERVISION IN WKS	0.05				
	\$1,200.00				
	\$60.00		\$60.00		
ESCORT IN WKS	0				
	\$1,200.00				
	\$0.00		\$0.00		
PROJECT MANAGER	.02				
	\$1,500.00				
	\$30.00		\$30.00		
<b>LABOR TOTAL</b>			<b>\$90.00</b>		
MATL/EQUIP SUB TOTAL			\$0.00	\$0.00	
<b>MATL / EQUIP TOTAL</b>				<b>\$0.00</b>	

SFC CLERK RECORDED 02/07/2012

Subcontractor

Cost

RL Leeder

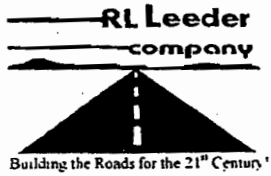
\$2,314.38

TOTAL

\$2,314.38

SFC CLERK RECORDED 02/07/2012





P.O. Box 15147  
 Santa Fe, New Mexico 87592  
 Voice: 505.473-1360 Fax: 505.473-0141  
 Email: john@rleeder.com

Date: 10/21/11  
 JOB #: 2011-210

To: EBA Construction, Inc

Attention: Howard Bell

Project: Buckman Road Recycling Center.

Description Of Change: Install 46 LF of Speed Bumps.

1. Labor 5 men 5hrs x 1 day @ \$25 per hr = \$625.00
  2. Overhead = \$312.50 (1/2 of labor)
  3. Machine = Backhoe and Roller 5hrs x 1 day @ 125 per hr = \$625.00
  4. Trucking = 2 hrs of truck time @ \$65.00 per hr = \$130.00
  5. Hot-Mix = 5 tons @ \$64.00 per ton = \$320
  6. Profit @ 15% of total = \$301.88
- For The Sum Of \$2,314.38

Excludes:

The original contract sum was ----- \$113,124.00  
 Net change by previously authorized requests and change ----- \$0  
 The contract sum prior to this change order was ----- \$113,124.00  
 The new contract sum will be increased ----- \$2,314.38  
 The new contract sum including this change order ----- \$115,438.38  
 The contract time will be changed by 1 days

Accepted:  
 Company Name:

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

SFC CLERK RECORDED 02/07/2012

**ESA CONSTRUCTION, INC.**

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

Change Item

**NUMBER:** Item F  
**DATE:** 10/21/11

To: Michel Fidel  
M&E Engineering

**PAGES FAXED:**  
**FAX NUMBER:**  
**EMAIL:**

**RE: Buckman Household Hazardous Waste Building**

Description of Change Order Request:  
Add Reinforcing to exterior concrete pad near ramp.

	LABOR	MAT'L & EQUIP.	SUB	TOTAL
ESA	201.00	0.00		201.00
			3,988.00	3,988.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Labor Burden/Liability Ins on Sub	40.20		5.27	45.47
Subtotal:	241.20	0.00	3,993.27	4,234.47
% OH & Profit on ESA work	15.00			36.18
% OH & Profit on Subcontract	5.00			199.66
SUBTOTAL				4,470.32
ESA Bond 1%				44.70
SUBTOTAL				4,515.02
N.M. Gross Receipt Tax	8.1875%			369.67
TOTAL				4,884.69

Time extension required:

REC'D CLERK RECORDED 12/17/2012

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

CHANGE ORDER REQUEST  
 BACKUP SHEET

DESCRIPTION	QUANTITY	LABOR		MATERIAL	EQUIPT.	SUB.
FIELD LABOR		CARPENTER	OPERATOR	LABOR		
IN DAYS	0	0	0	0		
WAGE RATE	\$220.00	\$207.00	\$180.00			
	\$0.00	\$0.00	\$0.00	\$0.00		
SUPERVISION IN WKS	0.08					
	\$1,200.00					
	\$96.00			\$96.00		
ESCORT IN WKS	0					
	\$1,200.00					
	\$0.00			\$0.00		
PROJECT MANAGER	.07					
	\$1,500.00					
	\$105.00			\$105.00		
<b>LABOR TOTAL</b>				<b>\$201.00</b>		
MATL/EQUIP SUB TOTAL				\$0.00	\$0.00	
<b>MATL / EQUIP TOTAL</b>					<b>\$0.00</b>	

SIC CLERK RECORDED 02/07/2012

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

CHANGE ORDER REQUEST  
 BACKUP SHEET

DESCRIPTION	QUANTITY	LABOR	MATERIAL	EQUIPT.	SUB.
FIELD LABOR					
IN DAYS	0	0	0		
WAGE RATE	\$220.00	\$207.00	\$180.00		
	\$0.00	\$0.00	\$0.00	\$0.00	
SUPERVISION IN WKS	0.08				
	\$1,200.00				
	\$96.00		\$96.00		
ESCORT IN WKS	0				
	\$1,200.00				
	\$0.00		\$0.00		
PROJECT MANAGER	.07				
	\$1,500.00				
	\$105.00		\$105.00		
<b>LABOR TOTAL</b>			\$201.00		
MATL/EQUIP SUB TOTAL			\$0.00	\$0.00	
<b>MATL / EQUIP TOTAL</b>				\$0.00	

SFC CLERK RECORDED 02/07/2012

Subcontractor

Cost

ABQ Construction

\$3,988.00

TOTAL

\$3,988.00

SFC CLERK RECORDED 02/07/2012

Subcontractor

Cost

ABQ Construction

\$3,988.00

TOTAL

\$3,988.00

SFC CLERK RECORDED 02/07/2012



ABQ CONSTRUCTION ENTERPRISES, INC  
 PO Box 65864 | Albuquerque, NM 87193-5864  
 Office: 505.890.8263 | Fax: 505.890.3851  
 info@abqconst.com

## CHANGE ORDER

Today's Date:	10-21-2011	Change Order #	01
GC / Owner:	ESA Construction, Inc.		
Project:	SFSWMA @ BUCKMAN ROAD RECYCLING AND TRANSFER STATION		

Original Contract Date:	09/2011	Original Contracted Amount:	\$ 63,000.00
Description of Change: <i>(Details Below)</i>	Add steel reinforcement to east exterior drive pad.	Add/Deduct	\$ + 3,988.00
		<b>NEW CONTRACT VALUE:</b>	\$ 66,988.00

**DETAILED DESCRIPTION OF CHANGE:**

1. Add #4 rebar mat @ 16" o.c. each way to exterior drive pad.

REC'D CLERK RECORDED 02/07/2012

\_\_\_\_\_  
 Authorized Representative/General Contractor Title

\_\_\_\_\_  
 ABQ Construction Title

REC'D \_\_\_\_\_

ENTERED \_\_\_\_\_



ABQ CONSTRUCTION ENTERPRISES, INC  
 PO Box 65864 | Albuquerque, NM 87193-5864  
 Office: 505.890.8263 | Fax: 505.890.3850  
 info@abqconst.com

## CHANGE ORDER

Today's Date:	10-21-2011	Change Order #	01
GC / Owner:	ESA Construction, Inc.		
Project:	SFSWMA @ BUCKMAN ROAD RECYCLING AND TRANSFER STATION		

Original Contract Date:	09/2011	Original Contracted Amount:	\$ 63,000.00
Description of Change: <i>(Details Below)</i>	Add steel reinforcement to east exterior drive pad.	Add/Deduct	\$ + 3,988.00
		<b>NEW CONTRACT VALUE:</b>	<b>\$ 66,988.00</b>

**DETAILED DESCRIPTION OF CHANGE:**

1. Add #4 rebar mat @ 16" o.c. each way to exterior drive pad.

\_\_\_\_\_  
 Authorized Representative/General Contractor

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 ABQ Construction

\_\_\_\_\_  
 Title

REC'D \_\_\_\_\_

ENTERED \_\_\_\_\_

REC'D CLIENT RECORDED 02/07/2012



**ATTACHMENT**

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

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE  
MANAGEMENT AGENCY**

**AGREEMENT BETWEEN OWNER AND CONTRACTOR**

**FOR**

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



**BID No. '11/40/B**

**AUGUST 11, 2011**

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE MANAGEMENT AGENCY**

**AGREEMENT BETWEEN  
OWNER AND CONTRACTOR**

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

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

PROJECT: Complete Construction of  
Household Hazardous Waste Collection Facility

PROJECT No.: '11/40/B

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

**DISTRIBUTION:**

OWNER SANTA FE SOLID WASTE MANAGEMENT AGENCY

CONTRACTOR ESA CONSTRUCTION, INC.

ENGINEER J. R. MILLER & ASSOCIATES

USER AGENCY \_\_\_\_\_

OTHER \_\_\_\_\_

## RECITALS

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

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

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

The OWNER and the CONTRACTOR agree:

### ARTICLE 1 THE CONTRACT DOCUMENTS

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

### ARTICLE 2 THE WORK

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

### ARTICLE 3 TIME OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

### ARTICLE 4 CONTRACT SUM

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

The Contract Sum is determined as follows:

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

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**ARTICLE 5**  
**PROGRESS PAYMENTS**

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

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

**ARTICLE 6**  
**LIQUIDATED DAMAGES**

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

**ARTICLE 7**  
**FINAL PAYMENT**

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

**ARTICLE 8**  
**SCHEDULE**

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

**ARTICLE 9**  
**GENERAL AND SPECIAL PROVISIONS**

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

with Disabilities Act, 29 CFR 1630.

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

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

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

New Mexico License No. 28493 GB98

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

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



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

SOLID WASTE JOINT POWERS BOARD

Rosemary Romero  
COUNCILOR ROSEMARY ROMERO  
CHAIR

ATTEST:

Yolanda Y. Vigil  
YOLANDA Y. VIGIL, CITY CLERK

CONTRACTOR

BY: [Signature]

TITLE: VICE PRESIDENT

DATE: 8-18-11

NM TAXATION AND REVENUE CRS

NO. 02-102987-00-3

CITY OF SANTA FE BUSINESS REG

NO. 11-00103039

APPROVED AS TO FORM:

[Signature]  
JUSTIN W. MILLER  
SFSWMA ATTORNEY

DATE: 8/18/11

SFC CLERK RECORDED 02/07/2012

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

## 11.2 OWNER'S LIABILITY INSURANCE

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

## 11.3 PROPERTY INSURANCE

11.3.1 The Contractor shall maintain builder's risk property insurance or self insurance, or a combination of insurance and self insurance, upon the work at the site for at least the actual cash value thereof. The builder's risk insurance shall cover the interests of the Owner, the Contractor, Subcontractors, and Sub-subcontractors in the work. The insurance shall insure against at least the following perils: fire extended coverage, vandalism, and malicious mischief. The Contractor shall bear the cost of such insurance and include its cost in the Bid.

11.3.2 Any loss insured or self insured under Subparagraph 11.3.1 is to be adjusted with the Owner and made payable to the Owner as trustee for the insured, as their interests may appear subject to the requirements of any applicable mortgage clause. The Owner shall deposit the proceeds in a separate account and shall distribute them in accordance with such agreement as the parties in interest, including the Owner, may reach. The Contractor shall pay each Subcontractor a just share of any insurance proceeds which the Contractor receives and shall be required by written agreement signed by the Subcontractor that the Subcontractor will make payments to his Sub-subcontractors in a similar manner. If after such loss no other special agreement is made, replacement of damaged work shall be covered by an appropriate order.

11.3.3 To the extent permitted under their respective property insurance policies, the Owner and the Contractor hereby waive all rights, each against the other, for damages caused by fire or other perils to the extent covered by Insurance obtained pursuant to this Article 11 or any other property insurance applicable to the work, except such rights as they may have to the proceeds of such Insurance held by the Owner as trustee. The Owner or the Contractor, as appropriate, shall require the Engineer, other Contractors, Subcontractors, and Sub-subcontractors to similarly waive rights of subrogation or property insurers.

11.3.4 If the Owner finds it necessary to occupy use of any portion of the work prior to Substantial Completion, such occupancy or use shall not commence prior to the time mutually agreed to by the Owner and the Contractor and, if required by the applicable insurance or self insurance coverage not prior to the time the builder's risk property insurer has consented to such occupancy or use. The Contractor's consent to such occupancy or use shall not be unreasonably withheld.

## 11.4 LOSS OF USE INSURANCE

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

## ARTICLE 12

### CHANGES IN THE WORK

#### 12.1 CHANGE ORDERS

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

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

- 12.1.2 The Owner, without invalidating the Contract, may order changes in the work within the general scope of the Contractor consisting of additions, deletions or other revisions, the Contract Sum and the Contract Time being adjusted accordingly. All such changes in the work shall be authorized by Change Order and shall be performed under the applicable conditions of the Contract Documents.
- 12.1.3 The cost or credit to the Owner resulting from a change in the work shall be determined in one or more of the following ways:
- A. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
  - B. By unit prices stated in the Contract Documents or subsequently agreed upon;
  - C. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
  - D. By the method provided in Subparagraph 12.1.4.
- 12.1.4 If none of the methods set forth in Clauses 12.1.1, 12.1.2 or 12.1.3 is agreed upon, the Contractor, provided he receives a written order signed by the Owner, shall promptly proceed with the work involved. The cost of such work shall be determined by the Engineer on the basis of the reasonable expenditures and savings of those performing the work attributable to the change, including, in the case of an increase in the Contract Sum, a reasonable allowance for overhead and profit. In such case, the Contractor shall keep and present, in such form as the Engineer may prescribe, an itemized accounting together with appropriate supporting data for inclusion in a Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following: cost of materials, including sales tax and cost of delivery; cost of labor, including social security, old age and unemployment insurance, and fringe benefits, required by agreement or custom, workers' or workmen's compensation insurance; bond premiums; rental value of equipment and machinery; and the additional costs of supervision and field office personnel directly attributable to the change. Pending final determination of cost to the Owner payments on account shall be made on the Engineer's Certificate for payment. The amount of credit to be allowed by the Contractor to the Owner for any deletion or change which results in a net decrease in the Contract Sum will be the amount of the actual net cost as confirmed by the Engineer. When both additions and credits covering related work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.
- 12.1.5 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of work proposed will cause substantial inequity to the Owner or the Contractor, the applicable unit prices shall be equitably adjusted.
- 12.1.6 By submission of a Bid, the Contractor agrees and binds himself to the following method of calculating Change Order costs. The Owner also agrees to the following method of calculating the cost of any changes to the Contract. With each proposal for a change in the amount of the Contract, the Contractor shall submit an itemized breakdown of all increases or decreases in the cost of the Contractor's and all Subcontractor's and Sub-subcontractor's work to include at least the following detail in the general order listed:

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

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

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

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

## 12.2 CONCEALED CONDITIONS

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

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

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

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

### **12.3 MINOR CHANGES IN THE WORK**

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

## **ARTICLE 13**

### **UNCOVERING AND CORRECTION OF WORK**

#### **13.1 UNCOVERING OF WORK**

13.1.1 If any portion of the work should be covered contrary to the request of the Engineer or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Engineer, be uncovered for his observation and shall be replaced at the Contractor's expense.

13.1.2 If any portion of the work has been covered which the Engineer has not specifically requested to observe prior to begin covered, the Engineer may request to see such work and it shall be uncovered by the Contractor. If such work be found in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such costs unless it be found that this condition was caused by the Owner or a separate Contractor as provided in Article 6, in which even the Owner shall be responsible for the payment of such costs.

#### **13.2 CORRECTION OF WORK**

13.2.1 The Contractor shall promptly correct all work rejected by the Engineer as defective or as failing to conform to the Contract Documents whether observed before or after Substantial completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting such rejected work, including compensation for the Engineer's additional services made necessary thereby.

13.2.2 If, within one year after the Date of Substantial Completion of the work or designated portion thereof or within one year after acceptance by the Owner of designated equipment or within such longer period of time as may be prescribed by law or by the terms of any applicable special warranty required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so unless the Owner has previously given the Contractor a specific written acceptance of such condition. This obligation shall survive termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

13.2.3 The Contractor shall remove from the site all portions of the work which are defective or non-conforming and which have not been corrected under Subparagraphs 4.5, 13.2.1 and 13.2.2, unless removal is specifically waived in writing by the Owner.

13.2.4 If the Contractor fails to correct defective or non-conforming work as provided in Subparagraph 4.5.1, 13.2.1 and 13.2.2, the Owner may correct it in accordance with Paragraph 3.4.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Request for Approval to Terminate the Joint Powers Agreement Between the Santa Fe Solid Waste Management Agency and the New Mexico Corrections Department for Litter Control and Minor Maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

## BACKGROUND & SUMMARY:

On September 7, 2001, the Board approved the Joint Powers Agreement (Agreement) with the New Mexico Corrections Department (NMCD) where the Agency could employ NMCD inmates for litter control, beautification and minor maintenance at the Caja del Rio Landfill in an amount not to exceed \$20,000 per fiscal year. The Agreement stipulated that the Agency reimburse the NMCD for correctional officers for up to \$3,000 per month per officer and inmate's labor at a uniform rate of \$0.50 per hour for five to seven inmates. The Agreement also stipulated that the Agency provide transportation for the correctional officer and inmates.

On March 22, 2004, the Board approved Amendment No.1 to the Agreement to increase the not to exceed amount to \$28,000 per fiscal year.

On April 14, 2005, the Board approved Amendment No. 2 to the Agreement to increase the not to exceed amount to \$35,000 per fiscal year.

On November 17, 2006, the Board approved Amendment No. 3 to the Agreement to increase the not to exceed amount to \$40,000 per fiscal year. The Agreement also increased the inmate's labor at a uniform rate of \$0.75 per hour.

On December 23, 2009, the Board approved Amendment No. 4 to the Agreement to increase the not to exceed amount to \$90,000 per fiscal year. The Agreement expanded the areas where the Agency could employ NMCD inmates to include the Buckman Road Recycling and Transfer Station and the roads used to access both the landfill and transfer station. The Agreement also added a second work crew of five to seven inmates for the transfer station, however, the NMCD was unable to fulfill it.

On June 1, 2011, the Agency received a letter from the NMCD notifying the Agency that they were terminating the Agreement effective July 1, 2011. The NMCD's primary justifications for terminating the Agreement was the lack of eligible inmates and trained correctional officers as per Agreement.

The Agency has discussed this matter several times with the NMCD. Each time the NMCD referred back to the lack of eligible inmates and trained correctional officers as per Agreement.

**ACTION REQUESTED:**

The Agency is requesting Board approval to terminate the Joint Powers Agreement between the Santa Fe Solid Waste Management Agency and the New Mexico Corrections Department for litter control and minor maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

- Attachments:
- 1) New Mexico Corrections Department Letter dated June 1, 2011
  - 2) Amendment No. 4 to the Agreement
  - 3) Amendment No. 3 to the Agreement
  - 4) Amendment No. 2 to the Agreement
  - 5) Amendment No. 1 to the Agreement
  - 6) Joint Powers Agreement

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SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

New Mexico Corrections Department Letter dated June 1, 2011

SFC CLERK RECORDED 02/07/2012



STATE OF NEW MEXICO  
**CORRECTIONS DEPARTMENT**

Central Office Administration: 4337 State Road 14, Santa Fe, New Mexico 87508  
Post Office Box 27116, Santa Fe, NM 87502-0116  
Main Number (505) 827-8600 Fax (505) 827-8533  
[www.corrections.state.nm.us](http://www.corrections.state.nm.us)

Susana Martinez, Governor  
John Sanchez, Lt. Governor

**Lupe Martinez**  
Secretary of Corrections (505) 827-8884  
**Jolene M. Gonzales**  
Deputy Secretary of Administration/CFO (505) 827-8667



Administrative Services	(505) 827-8601
Adult Prisons	(505) 827-8767
Corrections Industries	(505) 827-8597
General Counsel	(505) 827-8698
Information Technology	(505) 827-8713
Probation and Parole	(505) 827-8830
Reentry & Prison Reform	(505) 827-8541
Training Academy	(505) 827-8900

June 1, 2011

Mr. Randall Kippenbrock, Director  
Santa Fe County  
P.O. Box 6189  
149 Wild Life Way  
Santa Fe, New Mexico 87502-6189

Dear Sir:

This notice is pursuant to the Joint Powers Agreement (JPA) with the Santa Fe County Solid Waste Department regarding Caja Del Rio an inmate work detail.

Though your services have been excellent, I regret to inform you that the New Mexico Corrections Department and the Penitentiary of New Mexico will be rescinding the JPA effective July 1, 2011 for the following reasons:

- 1) Lack of inmates that are eligible to fill all JPA's
- 2) Drug interdiction ongoing at Santa Fe Beautiful and Solid Waste. Ex-offenders work in those areas/departments.
- 3) It is not a fiscal benefit to the Department; in fact, it costs us money to participate.

Please fill out the area below to accept or rescind this offer and kindly return this letter directly to me. Upon receipt of your acceptance of this offer, you will be released from any and all contractual obligations as described in the above mentioned JPA. If you decide to decline this offer of rescission, please indicate below, sign and return this letter and consider this your thirty-day notice of cancellation of the above mentioned JPA.

Again thank you for your excellent services.

Sincerely,

Lupe C. Martinez  
Cabinet Secretary

- I accept this rescission offer regarding City of Santa Fe and New Mexico Corrections Department.
- I decline this offer.

By: \_\_\_\_\_  
Santa Fe County

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SFC OFFICE RECORDED 02/07/2012

**ATTACHMENT**

Amendment No. 4 to the Agreement

SFC CLERK RECORDED 02/07/2012

**AMENDMENT NO. 4 TO  
JOINT POWERS AGREEMENT  
BETWEEN  
SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AND  
NEW MEXICO CORRECTIONS DEPARTMENT**

AMENDMENT No. 4 (the "Amendment") to the JOINT POWERS AGREEMENT dated September 7, 2001 (the "Agreement"), between the Santa Fe Solid Waste Management ("SFSWMA") and the New Mexico Corrections Department ("NMCD").

**I. RECITALS**

- A. SFSWMA and NMCD are public entities and are authorized by law to enter into this Agreement;
- B. SFSWMA and NMCD desire to establish terms under which SFSWMA can employ NMCD inmates to perform minor maintenance, beautification and litter control of the Caja del Rio Landfill property and other properties as directed by SFSWMA.
- C. Pursuant to Article II of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, SFSWMA and the NMCD agree as follows:

**II. AMENDMENT TO PURPOSE OF AGREEMENT AND METHODS OF ACCOMPLISHMENT**

- A. Article II of the Agreement is amended to read in its entirety as follows:
- II. PURPOSE OF AGREEMENT AND METHOD OF ACCOMPLISHMENT. The purpose of this agreement is to employ NMCD inmates to perform minor maintenance, beautification, and litter control for SFSWMA, with litter control extending to properties bordering the perimeter of, and the roads used to access, the Caja del Rio Landfill and

SFC CLERK RECORDED 02/07/2012

Buckman Road Recycling and Transfer Station. The purpose of this Agreement will be accomplished as follows:

A. The NMCD shall:

1. Provide work crews composed of no less than five (5) and no more than seven (7) inmates per crew who are classified as "minimum restrict security" to perform maintenance, beautification, and litter control for SFSWMA.
2. Provide one properly trained and sufficiently experienced correctional officer to supervise each work crew of five (5) to seven (7) inmates classified as "minimum restrict security."
3. Provides inmates for the work crews who are willing and able to perform minor maintenance services as requested by SFSWMA, including without limitation: fence repair, erosion control and repair; cleaning debris from culverts and drainage ditches; grass cutting and weed control, cleaning of buildings and heavy equipment, and other minor maintenance work as requested by SFSWMA; litter control, including without limitation picking up litter in fields, underneath trees, in ditches, against fences, on property adjacent to properties bordering the perimeter of and on the roads used to access the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station. These services will be performed in various conditions to include wind, dust, heat, cold, mud, and exposure to unpleasant odors.

B. SFSWMA shall:

1. Provide NMCD with weekly written work schedules specifying the location, activities, and estimated work force needed to complete services pursuant to this Agreement. The work schedules shall be provided to a person or persons designated by

NMCD by 4:00 p.m. on the Friday of the week preceding the work week for which the schedule is composed.

2. Reimburse NMCD based on monthly billings for all expenses arising from this Agreement, including:

a. full salary and employee benefits of up to three thousand dollars (\$3,000) per month per correctional officer for all time spent by correctional officers supervising inmates in their performance of services under this Agreement, including travel, and, if authorized by the Department of Finance Administration ("DFA") regulations, per diem. Any overtime or per diem will be paid pursuant to DFA regulations.

b. inmate's labor at a uniform rate of seventy five cents (\$.75) per hour, based on a work day schedule from 7:30 a.m. to 3:30 p.m., which includes travel time and lunch break. Overtime shall be paid pursuant to NMCD policies and procedures based on the regular hourly rate.

c. the total amount of this Agreement shall not exceed NINETY THOUSAND DOLLARS and no cents (\$90,000.00) per fiscal year for all costs incurred under this Agreement.

3. Pay NMCD within 30 days of receipt of a detailed statement containing a report of work completed and disposition of the same.

4. Provide NMCD with a Suburban, van, or similar large enclosed passenger vehicle to be utilized for transportation of correctional officers and work crews to locations designated to perform services under this Agreement. SFSWMA shall retain title and maintenance responsibility for this vehicle, but possession and control of said vehicle becomes the sole responsibility of NMCD, with all liability arising from any accident

involving the vehicle while under NMCD's control resting with NMCD. SFSWMA shall provide gasoline and oil from its facility/maintenance yard, as needed.

5. Provide all necessary equipment and materials for the purpose of accomplishing assigned tasks, including but not limited to pitch forks, rakes, shovels, tools, and similar materials.

C. Both SFSWMA and the NMCD agree:

1. That all work crews must be back within their assigned correctional facility at 3:30 p.m. each work day, barring an emergency situation, and that the normal departure time from the correctional facilities will be 7:30 a.m. The work crews may take a lunch breach of up to 30 minutes duration, and two 15 minute breaks each day, as follows: one break in the morning and one break in the afternoon.

2. NMCD shall provide the work crews from its correctional facilities located in Santa Fe County.

3. Correctional officers assigned to monitor work crews must receive a minimum of 40 hours of in-service training annually. SFSWMA agrees to this training and will reimburse the NMCD for time spent for such training. NMCD will coordinate with SFSWMA in scheduling the training periods.

4. Correctional officers assigned to monitor work crews shall accrue and shall be entitled to utilize annual and sick leave pursuant to New Mexico State Personnel Board rules. If a correctional officer assigned to monitor a work crew is absent from work, for whatever reason, NMCD will exercise its best efforts, but is in no way obligated to provide, a correctional officer to monitor that work crew. Because work crews will not be permitted to perform services under this Agreement unless acting under the supervision of a

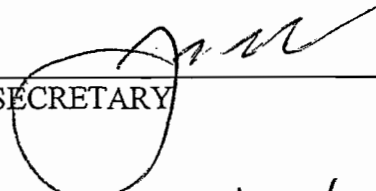
correctional officer, if no replacement officer is provided for a work crew, that crew will not be permitted to perform services until the assigned correctional officer returns. In the event that a correctional officer assigned to monitor a work crew is separated from employment with the NMCD or transferred to a position not conducive to his continued supervision of work crews under this Agreement, the NMCD will appoint a replacement correctional officer as quickly as possible.

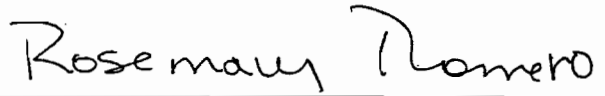
III. TERM. THIS AMENDMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE ADMINISTRATION (DFA). The JPA will continue in effect until rescinded or terminated.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 4 to the Agreement as of the dates set forth below.

NEW MEXICO CORRECTIONS  
DEPARTMENT

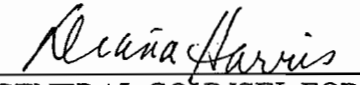
SANTA FE SOLID WASTE  
MANAGEMENT AGENCY

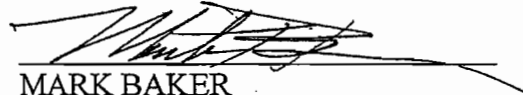
  
\_\_\_\_\_  
SECRETARY

  
\_\_\_\_\_  
COUNCILOR ROSEMARY ROMERO  
CHAIR

DATE: 11/21/09

DATE: 10-15-10

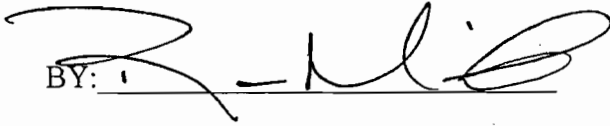
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
GENERAL COUNSEL FOR NMCD

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
MARK BAKER  
AGENCY ATTORNEY

SFC CLERK RECORDED 02/07/2012

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE & ADMINISTRATION:

BY: 

DATE: 12/23/9

*PK*

SFC CLERK RECORDED 02/07/2012



**ATTACHMENT**

Amendment No. 3 to the Agreement

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3 TO  
JOINT POWERS AGREEMENT  
WITH NEW MEXICO CORRECTIONS DEPARTMENT**

AMENDMENT No. 3 (the "Amendment") to the SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS AGREEMENT, dated September 7, 2001 (the "Agreement"), between the Santa Fe Solid Waste Management (the "Agency") and the New Mexico Corrections Department (NMCD).

**I. RECITALS**

- A. The Agency and the NMCD are public entities and are authorized by law to enter into this Agreement:
- B. The Agency and NMCD desire to establish terms under which the Agency can employ NMCD inmates to perform minor maintenance, beautification and litter control of the Caja del Rio Landfill property and other properties as directed by Agency.
- C. Pursuant to Article II of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the NMCD agree as follows:

**II. PURPOSE OF AGREEMENT AND METHODS OF ACCOMPLISHMENT**

Subsections (b) and (c) of Article II (B) (2) of the Agreement are hereby amended to read in its entirety as follows:

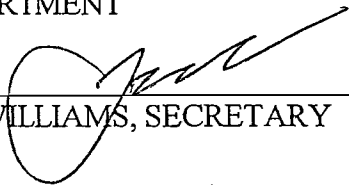
- A. Inmate's labor at a uniform rate of Seventy five cents (\$.75) per hour, based on a workday schedule from 7:30 a.m. to 3:30 p.m. This includes one hour travel time and lunch break. Overtime shall be paid to officer and inmates pursuant to NMCD policies and procedures, based on the regular hourly rate.
- B. The total amount of this Agreement shall not exceed Forty Thousand Dollars (\$40,000.00) per fiscal year for all cost incurred under this Agreement.

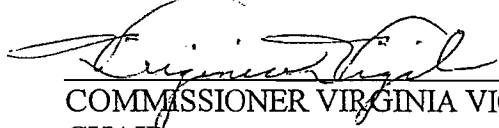
III. TERM. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF FINANCE ADMINISTRATION (DFA). This Agreement will continue until rescinded or terminated.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 3 to the Joint Powers Agreement as of the dates set forth below.

NEW MEXICO CORRECTIONS DEPARTMENT

SANTA FE SOLID WASTE MANAGEMENT AGENCY

  
\_\_\_\_\_  
JOE WILLIAMS, SECRETARY

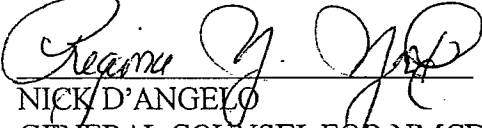
  
\_\_\_\_\_  
COMMISSIONER VIRGINIA VIGIL  
CHAIR

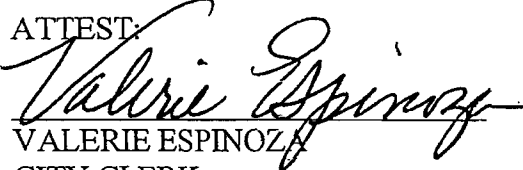
DATE: 11/13/06

DATE: 10/19/06

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
NICK D'ANGELO  
GENERAL COUNSEL FOR NMCD

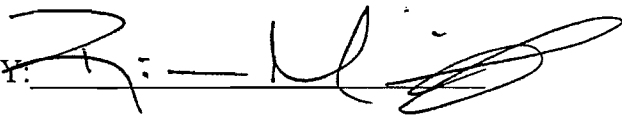
  
\_\_\_\_\_  
VALERIE ESPINOZA  
CITY CLERK

APPROVED AS TO FORM:

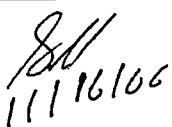
  
\_\_\_\_\_  
MARK BASHAM  
AGENCY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE & ADMINISTRATION:

BY:   
\_\_\_\_\_

DATE: 11/17/06

  
11/16/06

REC'D DEPT. OF FINANCE 02/07/2012

**ATTACHMENT**

Amendment No. 2 to the Agreement

SFC CLERK RECORDED 02/07/2012

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT NUMBER 2 TO  
JOINT POWERS AGREEMENT  
WITH NEW MEXICO CORRECTIONS DEPARTMENT**

AMENDMENT No. 2 (the "Amendment") to the SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS AGREEMENT, dated January 20, 2005 (the "Agreement"), between the Santa Fe Solid Waste Management Agency (the "Agency") and the New Mexico Corrections Department (NMCD).

This Amendment shall not become effective until approved by the New Mexico Department of Finance and Administration (DFA).

**I. RECITALS**

- A. The Agency and the NMCD are public entities and are authorized by law to enter into this Agreement:
- B. The Agency and NMCD desire to establish terms under which the Agency can employ NMCD inmates to perform minor maintenance, beautification and litter control of the Caja del Rio Landfill property.
- C. Pursuant to Article II of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the NMCD agree as follows:

**II. PURPOSE OF AGREEMENT AND METHODS OF ACCOMPLISHMENT**

Article II B2(c) of the Agreement is amended to expand the "not to exceed amount" so that Article II B2(c) reads in its entirety as follows:

B2(c) "The total amount of this Agreement shall not exceed Thirty Five Thousand Dollars (\$35,000) per fiscal year for all costs incurred under this Agreement."

All other terms of Article II of the original agreement are hereby reinstated. Any items in Amendment 1 related to Article II are hereby replaced by section II of Amendment 2.

**VII. NOTICES**

Any notice required shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully repaid, registered or certified, in an official receptacle of the U.S. Postal Service.

SFSWMA: Jodi Gonzales  
Santa Fe Solid Waste Management Agency Director  
149 Wildlife Way  
P.O. Box 6189  
Santa Fe, New Mexico 87502-6189

NMCD: Elmer Bustos  
New Mexico Corrections Department  
Adult Prison Division Deputy Director  
P.O. Box 27116  
Santa Fe, NM 87502-0116

AGREEMENT IN FULL FORCE

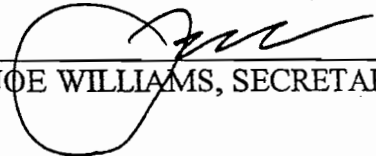
Except as specifically provided in this Amendment and Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

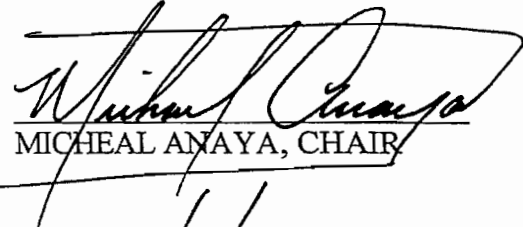
SFC CLERK RECORDED 02/07/2012

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

NEW MEXICO CORRECTIONS  
DEPARTMENT

SANTA FE SOLID WASTE  
MANAGEMENT AGENCY

  
\_\_\_\_\_  
JOE WILLIAMS, SECRETARY

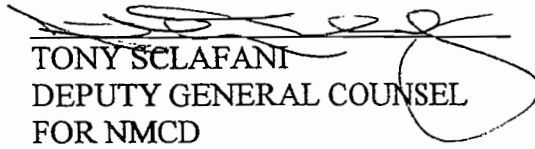
  
\_\_\_\_\_  
MICHEAL ANAYA, CHAIR

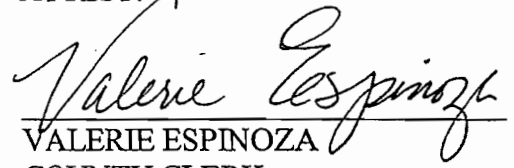
DATE: 3/24/05

DATE: 3/16/05

APPROVED AS TO FORM:

ATTEST:

  
\_\_\_\_\_  
TONY SCLAFANI  
DEPUTY GENERAL COUNSEL  
FOR NMCD

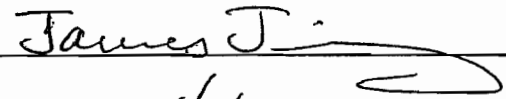
  
\_\_\_\_\_  
VALERIE ESPINOZA  
COUNTY CLERK

APPROVED AS TO FORM:

  
\_\_\_\_\_  
MARK BASHAM  
AGENCY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE & ADMINISTRATION:

BY:  2004/14/05  
DATE: 4/14

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Amendment No. 1 to the Agreement

SFC CLERK RECORDED 02/07/2012



SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1 TO  
JOINT POWERS AGREEMENT  
WITH NEW MEXICO CORRECTIONS DEPARTMENT

AMENDMENT No. 1 (the "Amendment") to the SANTA FE SOLID WASTE MANAGEMENT AGENCY JOINT POWERS AGREEMENT, dated 2/4, 2004 (the "Agreement"), between the Santa Fe Solid Waste Management (the "Agency") and the New Mexico Corrections Department (NMCD).

The date of this Amendment shall be the date when it is executed by the Joint Powers Board.

**I. RECITALS**

A. The Agency and the NMCD are public entities and are authorized by law to enter into this Agreement:

B. The Agency and NMCD desire to establish terms under which the Agency can employ NMCD inmates to perform minor maintenance, beautification and litter control of the Capa del Rio Landfill property.

C. Pursuant to Article II of the Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the Agency and the NMCD agree as follows:

**II. PURPOSE OF AGREEMENT AND METHODS OF ACCOMPLISHMENT**

Article II, of the Agreement is amended to expand the "not to exceed amount" so that Article II, reads in its entirety as follows:

A. The total amount of this Agreement shall not exceed twenty eight thousand dollars (\$28,000) per fiscal year for all cost incurred under this Agreement.

SFC CLERK RECORDED 02/03/2012

VII. NOTICES. Any notice required shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully repaid, registered or certified, in an official receptacle of the U.S. Postal Service.

SFSWMA:

\_\_\_\_\_  
Santa Fe Solid Waste Management Agency Director  
149 Wildlife Way  
P.O. Box 6189  
Santa Fe, New Mexico 87502-6189

NMCD:

Elmer Bustos  
New Mexico Corrections Department  
Adult Prison Division Deputy Director  
P.O. Box 27116  
Santa Fe, New Mexico 87502-0116

2. AGREEMENT IN FULL FORCE

Except as specifically provided in this Amendment and Amendment No. 1, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

SFC CLERK RECORDED 02/07/2012

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

NEW MEXICO CORRECTIONS DEPARTMENT

SANTA FE SOLID WASTE MANAGEMENT AGENCY

*for* Lawrence A. Wright  
JOE WILLIAMS, SECRETARY

[Signature]  
COMMISSIONER RAUL CAMPOS  
VICE CHAIR

DATE: 4-20-04

DATE: 3-22-04

APPROVED AS TO FORM:

ATTEST:

James R. Brantley for  
NICK D'ANGELO  
GENERAL COUNSEL FOR NMCD

Rebecca Bustamante  
REBECCA BUSTAMANTE  
COUNTY CLERK

APPROVED AS TO FORM:

Mark Basham  
MARK BASHAM  
AGENCY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE & ADMINISTRATION:

BY: Dannette K. Bueh  
DA 4/24/04

DATE: 4/26/04

SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Joint Powers Agreement

SFC CLERK RECORDED 02/07/2012

**JOINT POWERS AGREEMENT  
BETWEEN  
SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AND  
NEW MEXICO CORRECTIONS DEPARTMENT**

THIS AGREEMENT (the "Agreement") is made and entered into by and between the SANTA FE SOLID WASTE MANAGEMENT AGENCY (hereafter "SFSWMA") and NEW MEXICO CORRECTIONS DEPARTMENT (hereafter "NMCD"), pursuant to the Joint Powers Agreement Act, N.M. Stat. Ann. ss 11-1-1, et seq. (1978).

IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS AGREEMENT SHALL BE ACCOMPLISHED AS FOLLOWS:

I. RECITALS

A. SFSWMA and the NMCD are public agencies and are authorized by law to enter into this Joint Powers Agreement.

B. SFSWMA and the NMCD desire to establish terms under which SFSWMA can employ NMCD inmates to perform minor maintenance, beautification, and litter control of Caja del Rio Landfill property. Litter control shall include properties bordering landfill perimeter and landfill access roads. Maintenance projects will be assigned on an as needed basis.

II. PURPOSE OF AGREEMENT AND METHOD OF ACCOMPLISHMENT. The purpose of this agreement is to employ NMCD inmates to perform minor maintenance, beautification, and litter control of SFSWMA's property and to establish provisions for such employment.. The method by which the purposes of this agreement will be accomplished as follows:

SFC CLERK RECORDED 05/07/2012

A. The NMCD shall:

1. Provide work crew composed of no less than five (5) and no more than seven (7) inmates per crew who are classified "minimum restrict security" to perform maintenance, beautification, and litter control of SFSWMA property.

2. Provide one properly trained and sufficiently experienced correction officer to supervise the work crew.

3. Provide inmates who are willing and able to perform minor maintenance services as requested by SFSWMA, including without limitation; fence repair, erosion control and repair; cleaning debris from culverts and drainage ditches; grass cutting and weed control, cleaning of buildings and heavy equipment, and other minor maintenance work as requested by SFSWMA. Litter control, including without limitation to picking up of litter in fields, underneath trees, in ditches, against fences, and on property adjacent to landfill access roads. Work to be performed in various weather conditions to include wind, dust, heat, cold, and mud. When performing duties adjacent to landfill pit inmates may be exposed to unpleasant odors.

B. SFSWMA shall:

1. Provide NMCD with weekly written work schedule for location and activity with an estimate of the necessary work force, work schedules shall be provided to a person(s) designated by NMCD by 4:00 p.m. on the Friday of the week preceding the work week for which the schedule is composed.

2. Reimburse NMCD based on monthly billings for all expenses arising from this Agreement, including:

a. full salary and employee benefits of up to three thousand dollars (\$3,000) per month per correctional officer, for all time spent by correctional officer supervising inmates in their performance of this Agreement, including travel, and, if authorized by Department of Finance and Administration (DFA) regulations, per diem. Any overtime or per diem will be paid pursuant to DFA regulations.

b. inmate's labor at a uniform rate of fifty cents (\$.50) per hour, based on a work day schedule from 7:30 a.m. to 3:30 p.m., which includes travel time and lunch break. Overtime shall be paid pursuant to NMCD policies and procedures, based on the regular hourly rate.

c. the total amount of this Agreement shall not exceed twenty thousand dollars (\$20,000) per fiscal year for all costs incurred under this Agreement.

3. Pay NMCD within 30 days of a receipt of a detailed statement containing a report of work completed and disposition of the same.

4. Provide NMCD with Suburban van or similar large enclosed passenger vehicle to be utilized for transportation of correctional officer and work crew to designated location. SFSWMA shall retain title and maintenance of vehicle, but possession and control of said vehicle becomes the sole responsibility of NMCD. SFSWMA shall provide gasoline and oil from its facility/maintenance yard, as needed.

5. Provide all necessary equipment and materials for the purpose of accomplishing the assigned tasks, including but not limited to, pitch forks, rakes, shovels, tools, materials, etc.

C. Both SFSWMA and NMCD agree:

1. That all work crews must be back within correctional facilities at 3:30 p.m. each work day, barring an emergency situation, and that the normal departure time from the correctional facilities will be 7:30 a.m. The work crews may take a lunch break of up to 30 minutes duration, and two 15 minute breaks each day, as follows; one break in the morning and one break in the afternoon.

2. NMCD shall provide the work crews from its facility located in Santa Fe County.

3. Correctional officers assigned to monitor work crews must receive a minimum of 40 hours of in-service training annually. SFSWMA specifically agrees to this training and shall continue to reimburse the NMCD for these training periods. NMCD will coordinate with SFSWMA in scheduling these training periods.

4. Correctional officers assigned to monitor work crew shall accrue and shall be entitled to utilize annual and sick leave pursuant to New Mexico State Personnel Board rules. If a correctional officer assigned to monitor a work crew is absent from work, for whatever reason, NMCD will exercise its best efforts, but is in no way obligated to provide a correctional officer to monitor the work crew. Work crews may not leave the institution in the absence of a correctional officer. In the event that a correctional officer assigned to monitor the work crew shall be separated from employment with NMCD, the NMCD will assign another correctional officer as immediately as possible.

III. TERM. THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE SECRETARY OF THE NEW MEXICO DEPARTMENT OF



FINANCE AND ADMINISTRATION (DFA). This JPA will continue until rescinded or terminated.

IV. TERMINATION. This Agreement may be terminated by either of the parties hereto upon written notice delivered to the other party at least 30 days prior to the intended date of termination. By such termination, neither party may nullify obligations already incurred for performance of failure to perform prior to the date of termination.

V. LIABILITY. 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 Torts Claims Act.

VI. AMENDMENT. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and approved by the Secretary of the New Mexico Department of Finance and Administration (DFA).

VII. NOTICES. Any notice required by this Agreement shall be given in writing to the parties designated below. Notice shall be effective when delivered personally to any party, or three business days after deposited, postage fully repaid, registered or certified, in an official receptacle of the U.S. Postal Service.

SFSWMA: Jimmy R. Rivera  
Santa Fe Solid Waste Management Agency Director  
149 Wildlife Way  
P.O. Box 6189  
Santa Fe, New Mexico 87502-6189

NMCD: Jerry Tafoya  
Adult Prison Division Deputy Director  
P.O. Box 27116  
Santa Fe, New Mexico 87502-0116

VIII. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of New Mexico.

IX. ACCOUNTABILITY. During the term of this Agreement and for a period of three years thereafter, each of the parties will maintain accurate and complete records of all disbursements made and monies received by each under this Agreement; and, upon receipt of reasonable written request, each shall make such records available to the other party and to the public, including any federal, state or local authority during regular business hours.

X. DISTRIBUTION OF RESIDUAL PROPERTY. At the end of the term, the parties will distribute and dispose of all property acquired in connection with this Agreement. If any property is acquired in connection with this Agreement, the division or distribution of which is not specifically provided for in this Agreement, then such property shall be distributed to the party that acquired it; or if the property was acquired by more than one party, this property shall be distributed to each party in accordance with that party's pro rata share of acquisition and maintenance costs, if any, unless otherwise agreed by the parties.

XI. APPROPRIATIONS. The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by SFSWMA for the performance of this Agreement. If sufficient appropriations and authorization are not made by SFSWMA, this Agreement shall terminate upon written notice being given by SFSWMA to the NMCD. SFSWMA's decision as to whether sufficient appropriations are available shall be accepted by the NMCD and shall be final.

XII. CONFORMITY WITH JPA ACT. The parties intend that this Agreement shall be construed and enforced in conformity with the JPA Act. In case of any inconsistency between this Agreement and the JPA Act, the provisions of the JPA Act shall control this Agreement shall

be deemed amended so that such controlling provision of the JPA Act are made part of this Agreement and any inconsistent provisions of this Agreement are deleted as and to the extent of the inconsistency.

IN WITNESS WHEREOF, the parties have executed this Agreement.

NEW MEXICO CORRECTIONS DEPARTMENT:

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

*Robert J. Perry*  
ROBERT J. PERRY SECRETARY

*Paul Duran*  
COMMISSIONER PAUL DURAN, CHAIR

DATE: 9/5/01  
APPROVED AS TO FORM

DATE: 7/25/01  
ATTEST:

*Nick D'Angelo*  
NICK D'ANGELO,  
GENERAL COUNSEL FOR NMCD

*Rebecca Bustamante*  
REBECCA BUSTAMANTE,  
COUNTY CLERK

APPROVED AS TO FORM

*Peter A. Dwyer*  
PETER A. DWYER, CITY ATTORNEY

THIS AGREEMENT HAS BEEN APPROVED BY:

STATE OF NEW MEXICO  
DEPARTMENT OF FINANCE & ADMINISTRATION

BY: *Maria Chiffon*  
DATE: 9/7/01

SFC CLERK RECORDED 02/07/2012

# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director *RLK*  
**Date:** November 14, 2011  
**Subject:** Request for Approval of Temporary (Seasonal) Full-Time Workers for Litter Control and Minor Maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

## BACKGROUND & SUMMARY:

On September 7, 2001, the Board approved the Joint Powers Agreement (Agreement) with the New Mexico Corrections Department (NMCD) where the Agency could employ NMCD inmates for litter control, beautification and minor maintenance at the Caja del Rio Landfill. Subsequently, the Board approved several amendments to the Agreement ultimately increasing the amount to \$90,000.00 per fiscal year for two work crews for details at both the landfill and the Buckman Road Recycling and Transfer Station.

On March 17, 2011, the Board approved the budget for fiscal year 2011-2012 that included \$80,000.00 in the Professional Services line item for the NMCD Agreement.

On June 1, 2011, the Agency received a letter from the NMCD notifying the Agency that they were terminating the Agreement effective July 1, 2011. The NMCD's primary justifications for terminating the Agreement was the lack of eligible inmates and trained correctional officers as per Agreement. The Agency has discussed this matter several times with the NMCD. Each time the NMCD referred back to the lack of eligible inmates and trained correctional officers as per Agreement.

To compensate for the lack of inmates the Agency is requesting to hire temporary full-time workers for litter control and maintenance for both the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station. Funding is available via a budget adjustment from 52501.510300 (Professional Services) to 52501.500750 (Temporary Full-Time) in the amount of \$80,000.00.

The Agency estimates that four temporary workers can be hired utilizing the \$80,000.00 budgeted amount. The duration of the employment of each temporary or seasonal worker cannot not exceed nine months.

## ACTION REQUESTED:

The Agency is requesting the Board approval of temporary (seasonal) full-time workers for litter control and minor maintenance for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

The Agency is also requesting approval of a budget adjustment from 52501.510300 (Professional Services) to 52501.500750 (Temporary Full-Time) in the amount of \$80,000.00.

Attachment: Budget Adjustment Request

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SFC CLERK RECORDED 02/07/2012

**ATTACHMENT**

Budget Adjustment Request (BAR)

SFC CLERK RECORDED 02/07/2012



# MEMORANDUM

**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Discussion with Possible Action to Amend the Membership of the Solid Waste Advisory Committee.

Attached is the current list of members serving on the Solid Waste Advisory Committee (SWAC). The list includes members from various groups, businesses, public officials, and at-large representatives from the City and County. Current SWAC members have been contacted and have expressed interest in continued SWAC membership. The list shows vacancies in four sectors: Waste Haulers, Private Recyclers, City-at-Large Residents, and Schools.

The Agency has received interest and biographies from qualified individuals that have expressed interest in serving on the SWAC and possibly filling one of the listed vacancies. All nominees have been contacted by various SWAC members and/or Board members to not only solicit interest, but to also be briefed as to the expectations of being a SWAC member. Listed below is a brief description of those individuals and the sectors they would represent.

Waste Haulers: Frank Santiago/ District Operations Manager-Waste Management of New Mexico. Mr. Santiago has 15 years of operations management experience with both UPS and currently Waste Management, Inc., the largest private hauling company in North America. As a stakeholder in Santa Fe's solid waste management system, Mr. Santiago professes to having great interest in the efforts to increase diversion and system stability in the solid waste and recycling issues that face the region.

Private Recyclers: Barbara Witt/ Partner- Capital Scrap Metals, Inc., in Santa Fe. Capital Scrap Metals has been operating in Santa Fe for 34 years and has been an active participant in city-sponsored clean-up events, such as the Keep Santa Fe Beautiful Appliance Drop-Off Day. Capital Scrap Metals also has a facility in Las Vegas, NM, which could facilitate expansion of processing efforts in the immediate region. Ms. Witt could bring a unique perspective to the SWAC and has mentioned that she would consider it an honor and a privilege to be included on the committee.

City-at-Large Residents: Mary Jane Parks/ Principal Partner- Local Energy Associates, a consulting services firm that focuses on the renewable energy sector. Ms. Parks has been involved with environmental issues on the west coast and in Santa Fe in a career that spans over 21 years. Having attended the last SWAC meeting, which was held on August 24,



2011, Ms. Parks has already exhibited a keen interest in forwarding the diversion efforts of the City and County of Santa Fe and the surrounding area.

Schools: Lisa Randall/ Energy Conservation Program Coordinator- Santa Fe Public Schools has volunteered her services to become an active member of the SWAC. Interested both personally and professionally in environmental affairs for most her adult life, Ms. Randall is currently focused on utility use and cost reduction with the Santa Fe Public Schools.

County-at-Large Residents/ Other Positions: While there are no immediate openings other than the current vacancies, Mr. Andrew Leyba has expressed interest in one of the two County-at-Large positions or any other available position. Mr. Leyba has submitted a biography detailing his interest and qualifications to hold a position.

Mr. John Lopez also has expressed an interest in serving on the SWAC. Mr. Lopez's biography is not included in the packet; however, it is anticipated that it will be presented at the Board meeting.

The two County-at-Large positions are currently held by Mr. Walter Wait and Mr. Douglas Clark. Both Mr. Wait and Mr. Clark have expressed their interest in continued involvement on the SWAC.

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

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

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REC CLERK RECORDED 02/07/2012

**ATTACHMENT**  
SWAC Membership List

SFC CLERK RECORDED 02/07/2012

# Santa Fe Solid Waste Management Agency (SFSWMA) Comprehensive Solid Waste Management Plan Solid Waste Advisory Committee (SWAC)

#	Sectors	Affiliation	Representatives	Position / Title
1	SFSWMA	SFSWMA	Randall Kippenbrock (non – voting)	Executive Director
2	Santa Fe County	Santa Fe County	Olivar Barela	Solid Waste Division Manager
3	Santa Fe County	Santa Fe County	Robert Martinez	Transportation Manager
4	City of Santa Fe	City of Santa Fe	Katherine Mortimer	
5	City of Santa Fe	City of Santa Fe	Regina Wheeler	Solid Waste Division Director
6	City of Santa Fe	City of Santa Fe	Vivian Martinez (non – voting)	
7	Waste Haulers		VACANT	
8	Private Recyclers		VACANT	
9	City At-Large Resident		VACANT	
10	City At-Large Resident		Neva Van Peski	
11	County At-Large Resident		Walter Wait	
12	County At-Large Resident		Douglas Clark	
13	Institutions	St. Vincent Hospital	Larry Dennis	Director, Facility Services
14	State of New Mexico	NMED / Solid Waste Bureau	Auralie Ashley – Marx	Bureau Chief
15	Sustainable Santa Fe Commissioner	City of Santa Fe	Kim Shanahan	
16	Business Groups	Santa Fe Alliance	Allayne Scott	
17	Business Groups	Santa Fe Chamber of Commerce	Simon Brackley	President
18	Recycling Advocacy Organization	New Mexico Recycling Coalition	English Bird	Executive Director
19	Schools	Santa Fe Public Schools	VACANT	
20	Environmental Organizations	Earth Care International	Angela Harris	
21	Reuse Organizations	Habitat for Humanity	Simone Ward	Restore Director
22	Caja del Rio / Las Campanas Area		George Collins	

**ATTACHMENT**

Biographies of Nominees for Solid Waste Advisory Committee

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Frank Santiago  
District Operations Manager  
Waste Management of New Mexico

5 Baca Lane  
Santa Fe, NM 87507  
(505) 473-0982  
(505) 438-3801 Fax

August 15, 2011

Rosemary Romero  
Chair of SFSWMA JPB  
Santa Fe Solid Waste Management Agency Joint Powers Board

Dear Mrs. Romero:

This letter shall serve to express my desire to participate in the Santa Fe Solid Waste Advisory Committee. Regina Wheeler, Environmental Division Director, made me aware of the vacancy and suggested that I apply. As a stakeholder in Santa Fe's solid waste management system, it would be of great interest to participate in efforts to increase diversion and system stability.

I am enthusiastic about the possibility of working with the committee. As a private sector member of the Santa Fe Solid Waste system I would serve to give perspective from this vantage point.

It sounds as though this position would be an ideal match for my skills and the resources available to me. I am a graduate of the University of New Mexico with a Bachelor of Science degree. I have 15 years of operations management experience having worked for UPS and Waste Management, Inc. Most vital to this position will be the resources I have at my disposal from Waste Management Inc. WMI is a valued asset serving many communities throughout the country, where it has succeeded in creating stable solid waste systems through improved collections, expanding material streams from waste, all the while enhancing public awareness.

I would like nothing more than to aid in the promoting and development of a program that will secure long term stability in the Santa Fe Solid Waste Management Agency.

Sincerely,

Frank Santiago

SFC CLERK RECORDED 02/07/2012



Barbara Witt  
Capital Scrap Metals, Inc.  
1162 Cooks Lane  
Santa Fe, NM 87507

August 30, 2011

Rosemary Romero – Chair  
Santa Fe Solid Waste Management Agency  
Joint Powers Board

Dear Ms. Romero,

Capital Scrap Metals, Inc. is very interested in filling a vacant position on the Solid Waste Advisory Committee (SWAC). Our business is centered on recycling which uniquely qualifies us to play an important role in helping advance the recycling efforts in the City and County of Santa Fe as members of this committee.

Capital Scrap Metals, Inc. has been operating a recycling facility in the City of Santa Fe for 34 years. We have been active participants in City-sponsored clean-up efforts, such as the Keep Santa Fe Beautiful Appliance Drop-Off Day, demonstrating a vested interest in furthering recycling efforts of the community. We have a second recycling facility in Las Vegas, New Mexico. As a result, we have considerable service and capacity capabilities which could be useful in future clean-up events and could provide different recycling options of which the community could take advantage.

As an active representative of Capital Scrap Metals, Inc., I would consider it an honor and privilege to be included as a member of the SWAC. Thank you for any consideration you may give to our request and please feel free to contact me if you need additional information about me or our company. I can be reached via telephone Monday through Friday from 8 am – 12 noon at 505-471-0740, via fax at 505-819-5561 or via email at [barbarawitt@comcast.net](mailto:barbarawitt@comcast.net).

Respectfully,

A handwritten signature in cursive script that reads "Barbara Witt".

Barbara Witt  
Capital Scrap Metals, Inc.

1162 Cooks Lane – Santa Fe, NM 87507  
Phone 505-471-0740 Fax 505-438-4639



8/17/2011

Dear SWAC Board Members,

I'd like to take this opportunity to introduce myself, and tell you about my position with Santa Fe Public Schools. Having been an environmentalist all of my adult life, and an elementary school teacher since 1999, taking on the position of Energy Conservation Program Coordinator for SFPS was a perfect fit. The position's main goal is energy conservation and management, with a direct focus on utility use and cost reduction, motivated in large part by a dwindling operational budget. This is a worthy and needed goal, and I am happy to say we reduced our electrical demand by 8.2% from 2010 to 2011, and reduced natural gas by 12% in that same period. While water data is still being analyzed, we've set a goal of a 10% reduction in all three categories for this current fiscal year. To achieve this goal we've focused on lighting retrofits, HVAC upgrades, energy efficient design standards, occupancy sensors, aerators on faucets, staff and student behavior and awareness, and many other conservation projects and ideas. While refuse and recycling is our smallest expense in terms of utility dollars, I believe it to be of equal importance to the other utilities, as it's certainly not just about the monetary cost. It is about providing our students with the passion and knowledge to make a small footprint in our natural resources, while making a large footprint in the lives of others.

With this in mind, as well as the understanding that human behavior is the key to changing our present and our future, I look forward to working with the SWAC Board, knowing that we are stronger and more impactful when we work together. I am supported by Superintendent Gutierrez, the Board of Education, and our General Services Division, SFPS depends on partnerships and community support to accomplish our mission of empowering children to engage their world in a healthy, conscious, and sustainable way.

It would be my pleasure to work with your Board, and I am deeply appreciative of any efforts to assist us in educating our staff and students, as well as our families, around issues of resource use, waste, and recycling. Our students are eager to make a difference in their world, and I want to do everything I can to help them on that journey. Thank you for your willingness to support our kids, our District, and our community in this effort.

Respectfully,

A handwritten signature in cursive script that reads "Lisa Randall".

Lisa Randall

Energy Conservation Program Coordinator,

Santa Fe Public Schools

(505)467-3445, [lrandall@sfps.info](mailto:lrandall@sfps.info)

SFC CLERK RECORDED 02/07/2012

Mary Jane L. Parks  
2229 Calle Alvarado  
Santa Fe, NM 87505  
(626) 253-1981      mjp@localenergyassociates.com

**Renewable Energy Executive; Advisor and Board Member to NGO's, Start-ups, and Associations; Independent Energy Consultant.**

Ms. Parks' company, Local Energy Associates, offers consulting services in the natural resources sector with a focus on clean energy strategies, recycling, business development, and team-building. She has over 21 years experience in the private and public sectors with governments, independent power start-ups, public utilities, information technology, and energy retail companies with strong fiscal responsibilities up to \$10 million. Prior committee chair of California utility associations, including a renewable energy coalition where she led municipal utility clean energy development. Co-founder of a trash abatement and recycling non-profit. Co-founder and past Chair of Canada's Ocean Renewable Energy Group, with leadership experience working with academic, community, government and private sector stakeholders.

**Professional Experience**

**Local Energy Associates  
Owner**

**Present**

Consulting services in the renewable energy sector. Permits for renewable energy plants, local government strategies in clean energy, and community outreach. Recent contracts with SF County, Atmocean, AMEnergy.

**California Environmental Project  
Co-Founder**

**1989 - 2011**

CEP is a non-profit, tax-exempt corporation of the State of California. CEP performs regular stream restoration, trash abatement, recycling, resource education, and job training projects in watershed and forest areas throughout California. Since 1992, CEP has initiated ECO-Teams and worked in partnership with the U.S. Forest Service to conduct public education and cleanup and recycling projects in five National Forest Districts in California. In 1995, CEP initiated for Bette Midler the New York Restoration Project to develop on going cleanup teams in New York. CEP works with government agencies on establishing recycling programs

- Board Member; Former editor, CEP newsletter.
- Program development, grant writing, publicity, fundraising.
- Recipient of 1993 U.S. Forest Service Chief's Award.

**Principle Power, Inc. Seattle, WA  
Senior Vice President/Advisor**

**2008 - 2009**

Principle Power, Inc. is a technology development company currently engaged in the research and development of the WindFloat, a floating support structure that supports a wind turbine for deep-ocean deployment. Ms. Parks advises the company in its early stage development and Portuguese prototype.

**Finavera Renewables, Inc., Vancouver, Canada  
Senior Vice President, Business Development**

**2006 - 2008**

In 2006, Finavera and AquaEnergy Group, Ltd. merged to form a wind/wave company with offices in Vancouver and Portland, OR. Ms. Parks managed project development in Canada, WA and CA. She led Finavera's successful bid with Pacific Gas and Electric (Calif.) that resulted in the sale of 2MW ocean wave energy. In 2007, she led Finavera's team in obtaining a FERC license for a WA State wave energy R&D plant.

**AquaEnergy Group Ltd., Mercer Island, WA  
Vice President - Business Development**

**2001 - 2006**

Co-Founder, Board Member, Ocean Renewable Energy Group, Vancouver, Canada

**City of Anaheim Public Utilities  
Advantage Services Manager**

**2000 - 2001**

Developed, administered, and designed water and energy efficiency programs while responsible for \$10 million budget. Built team rapport and realigned utility programs around managers' core areas of expertise. Streamlined over 60 programs to achieve 35% greater customer participation. Established renewable energy program and developed Solar Advantage program to include building integrated photovoltaic solutions. Hired



solar energy and community outreach experts.

- Served as Chair of a statewide renewable energy network, the Public Power Renewable Energy Action Team. Helped to initiate PPREAT and worked among 16 utility partners on grant funding opportunities, including a successful \$6 million grant to fund 12 projects with private technology partners.
- Developed proactive customer incentive programs to position utility for summer 2001 energy shortages.
- Wrote Strategic Plan.
- In eight months, achieved utility goal of meeting annual mandatory program and services expenditures based on annual revenues.

**Intecham, Inc. Australia**

1999 – 2000

**American Business Manager**

Served as Business Manager to establish an international information technology company serving energy companies in the U.S. Developed marketing materials; hired consultants, and wrote the company Business Plan for use internationally. Developed and initiated the marketing plan, sales opportunities, and completed market research for American products. Provided industry process standards and energy regulations expertise to develop full back-office software products, sales to billing, for regional energy markets.

**New Energy, Inc., An AES Company Los Angeles, CA**

1997 – 1999

**Manager of Customer Service Information**

- Developed and directed customer service delivery procedures in a growing energy services company.
- Worked in a team environment to develop integrated customer setup processes from sales to delivery of products and services to billing.
- Implemented direct access solutions, complied with utility regulations, and developed ESCO business rules across U.S.
- Managed billing operations for non-California U.S. markets.
- Completed cost of service analyses and strategic planning projects.

**City of Azusa, Light and Water Department**

1992- 1996

**Utility Conservation Officer**

Created and managed first water and energy services programs for the utility. Developed innovative client services and financing programs for utility. Rate design and cost-of-service study project manager for utility competitive strategies. Completed retail access legislative analysis and government affairs.

**City of Pasadena, Water and Power Department**

1990 - 1991

**Assistant to the Project Manager, Resource Planning Division and Rose Bowl/Arroyo Seco Department**

For a 250-acre watershed management project, built project support for the formation of a Joint Powers Authority among federal, state, and local governmental agencies. Participants included: the California Department of Fish and Game, U.S. Bureau of Reclamation, Los Angeles County Department of Public Works, Santa Monica Mountains Conservancy, and the cities of Altadena, La Canada-Flintridge and Pasadena.

**Education**

A.B. Sociology, 1986  
Occidental College, Los Angeles, California

A.M. Social Sciences, 1991  
University of Chicago, Chicago, Illinois

U.S. Coast Guard licensed captain, 1998, 100 Gross Ton Master.  
Orange Coast College Sailing Center, Newport Beach, California

**Other**

Board Member, ACSyL Homeowners Association and Neighborhood Watch, Santa Fe, NM.  
Parent Association President, Rio Grande School, Santa Fe, NM.

August 22,2011

Andrew M. Leyba  
505-316-1228  
Po Box 2511 Santa Fe New Mexico 87504

**Objective**

As a 13 year Resident of The Caja Del Rio Area My Objective is to to obtain a position on the Caja Del Rio Landfill Advisory Board to help improve Educational awareness for recycling, and the Financial Stability of the Landfill

**Education**

Business Degree From New Mexico State University  
General Contractor State of New Mexico Lic GB 98 Commercial Residential  
New Mexico Real Estate Broker

**Relative Work History**

Rosedale Chief Financial Officer  
Pecos River Leaning Center Cost Accountant  
State Highway Department Tax Auditor  
State of New Mexico Property Tax Division Tax Auditor  
Visiting Nurse Service Chief Financial Officer  
Infinity Real Estate Investments Inc President  
Infinity One LLC Member Manager  
Leyba Builders Inc. Vice President  
LRE Inc President

**Current Occupation**

Entrepreneur

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Discussion with Possible Action to Approach the City of Santa Fe and Santa Fe County to Develop and Implement Flow Control Ordinances for Solid Waste Generated in Santa Fe County.

The Agency is requesting that the Board allow Agency staff to approach the City of Santa Fe and Santa Fe County to develop and implement flow control ordinances for solid waste generated in Santa Fe County.

On December 10, 2010, the Board adopted the Comprehensive Solid Waste Management Plan. The Plan is intended to be used by the Agency, City of Santa Fe and Santa Fe County as a source of guidance in operating programs and facilities that make up the solid waste management system for the whole County. Some of the goals of the Plan are:

- ▶ To ensure financial stability for the solid waste management system;
- ▶ To increase recycling and other forms of diverting waste from the landfill;
- ▶ To provide reliable disposal services;
- ▶ To assure that costs are distributed fairly and equitably; and,
- ▶ To educate and inform a wide range of stakeholders.

Additionally, three guiding principles and a set of fifteen related recommendations were established in the Plan to address the goals and challenges of the Santa Fe solid waste management system. The recommendations were intended to be used by staff and decision – makers in formulating policies, designing services, and allocating resources over the next five years. The principles are as follows:

## *Principle A*

The system's financial structure should incentivize reducing the environmental impacts of waste and sustainably fund local policies, programs, and operations for accomplishing this. The system should also provide reliable, long – term, fiscally sound disposal for refuse from within Santa Fe County.

## *Principle B*

The system should offer a broad range of waste reduction and recycling options to residents, businesses, and institutions in the City and County.

### ***Principle C***

The system should maintain an ongoing, multi – faceted promotion / education effort in the City and County that uses diverse messages and communication media to inform a variety of audiences about waste disposal and diversion.

One of the recommendations in the Plan calls for the Agency, City and County to evaluate the feasibility of instituting flow control so that all solid waste generated within the County is delivered to either BuRRT or Caja del Rio Landfill. The entities need to examine the impacts of flow control and develop ordinance language.

The following is a draft flow control analysis for the Agency, City of Santa and Santa Fe County and prepared by Consultant Richard Hertzberg.

#### ***What is “Flow Control”?***

Flow control is a legal provision that allows governments or other public sector agencies / entities to designate the place or places where specified waste streams are taken for processing, treatment, or disposal. A common mechanism for implementing flow control is through passage and enforcement of a flow control ordinance.

The U.S. Supreme Court has upheld the constitutionality of flow control ordinances in a decision put forth on April 30, 2007 (United Haulers Association Inc. v. Oneida – Herkimer Solid Waste Management Authority). The Court ruled that flow control ordinances adopted by the Oneida – Herkimer Solid Waste Management Authority in New York do not violate the dormant Commerce Clause of the Constitution. The ordinances require haulers collecting trash in Oneida and Herkimer Counties to take waste to a publicly owned and operated landfill. The Court stated the ordinances “treat in – state private business interests exactly the same as out – of – state ones” and therefore do not violate the clause by discriminating against interstate commerce.

In a review of the decision, the law firm of Beveridge & Diamond noted that “the United Haulers decision will have significant impacts on the solid waste industry in those parts of the country where local government desires to become deeply involved in implementing solid waste policy. Specifically, the case clarifies that local governments may use monopoly controls over solid waste facilities as a tool to achieve solid waste management policy goals.”

#### ***What do Current Ordinancés in the City and County Say About Waste Handling and Disposal?***

Within the City limits of Santa Fe the City is the only party authorized to collect municipal solid waste. No private companies are allowed to do this. Individuals and businesses / institutions may self – haul their refuse to a disposal site. Private companies are allowed to haul construction and demolition debris. There does not appear to be language in City codes

or ordinances that directs any of these parties, including the City, to take waste to a particular disposal site.

Within Santa Fe County the County operates seven Convenience Centers. This is the extent of the County's involvement with waste management. Throughout the County unincorporated areas a "free market" situation exists whereby private firms engage customers according to their own arrangements on a case-by-case basis. There are no contracts, franchises, or exclusive service provision zones. The County has, as of this point, chosen not to define standard operating terms and conditions or enter into any formal arrangement or agreements with private haulers. There does not appear to be language in County codes or ordinances that directs private haulers or the County to take waste to a particular disposal site.

***What Are Some Circumstances Where Flow Control Has Been Adopted?***

A flow control ordinance mandates that waste generated within a certain area be sent to a specific facility for handling. By maximizing the amount of waste entering a facility, the local government or operator can spread costs over a larger base, thereby increasing control over per ton costs. These ordinances have proved especially helpful in communities which needed to collect tipping fees on a maximum of waste to repay bond debt or otherwise finance capital expenditures, operational modifications, or service/program expansions over a long-term period.

***What Are Some Examples of Flow Control Policies / Ordinances?***

- ▶ City of Albany and Dougherty County, Georgia (2004)
- ▶ Horry County, South Carolina (2009)
- ▶ La Crosse County, Wisconsin (2002)
- ▶ Metro, Portland, Oregon (Metro is a tri-county regional planning agency; 2009)
- ▶ Montgomery-Otsego-Schoharie (Counties in New York) Solid Waste Management Authority (1989)
- ▶ Town of North Yarmouth, Maine (2010)
- ▶ Town of Southwest Ranches, Florida (2010)
- ▶ Township of Warwick (Lancaster County), Pennsylvania (2007)
- ▶ Dallas, Texas (adopted 2011, in effective 2012)
- ▶ El Paso, Texas (2010)

Note: The list above is a small sample of the jurisdictions and entities that have adopted some form of flow control ordinance.

***What Are the Advantages and Disadvantages of Flow Control?***

Advantages

A flow control ordinance is a method of assuring that all solid waste generated within an area that is placed in the waste stream for disposal be collected, transported, stored, and disposed of at a permitted solid waste management facility or facilities serving such an area. This requirement serves as a form of environmental protection.

Allows a city and county to know where solid waste generated in their community is being disposed.

Allows for better capacity planning.

Allows more assured revenue into solid waste management system, thus facilitating better planning and investment in the system.

Specifically in the case of the Santa Fe Solid Waste Management Agency flow control would also provide funding for processing / marketing of recyclables at the Buckman Road Recycling and Transfer Station (BuRRT) and for promotion / education / outreach activities and materials to support waste diversion.

Disadvantages

Potential for opposition from private haulers or facility operators.

Must invest in education and eventually enforcement to be effective.

***Why is the Agency Interested in Pursuing Flow Control?***

To provide a reasonably predictable quantity of material for Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station.

Flow control helps establish a relatively reliable and stable basis upon which to set and adjust tipping fees that pay for Agency services and programs, including waste reduction and recycling. The Agency is a totally self-supporting enterprise fund that does not have access to general funds or gross receipts taxes. It depends on tipping fees at the landfill and BuRRT plus revenue from the sale of recyclables as funding sources. These are the funding sources that enable the Agency to provide processing / marketing of recyclables at BuRRT along with supportive promotion / education / outreach.

With greater financial reliability and stability, the Agency is in a better position to control future tipping fee adjustments. This in turn assists the City and County in setting and controlling their rates.

***How Would Flow Control Work in the City of Santa Fe and Santa Fe County?***

The Agency, with input from legal counsel, can provide the City and County with language relevant to each jurisdiction regarding flow control authority. This language would then be used to amend / revise the current solid waste ordinance for approval / adoption by the City Council and County Commissioners.

For both the City and County, flow control would apply to the designated waste streams collected and handled by both the City and County and the private haulers operating in the City and County now and in the future. Designated waste streams could include residential solid waste, commercial / institutional solid waste, and construction and demolition debris.

Flow control would apply to all solid waste collection and handling activities within the geographical boundaries of the City of Santa Fe. Santa Fe County is another matter. The County is approximately 30 miles wide and 65 miles long. It is not intended that flow control result in economic hardship by "forcing" waste collectors / handlers to use Caja del Rio Landfill or the Buckman Road Recycling and Transfer Station when an alternative disposal site is closer. This may be the case especially with regard to the southern portions of the County which are a considerable distance from either Agency disposal facility. It is anticipated there will some exemptions within Santa Fe County from coverage by flow control. Within the County unincorporated territory it is likely flow control would apply to defined urban and rural service areas to be determined by the County.

Flow control is enacted when local governments pass an ordinance, or ordinance amendment / modification, requiring all solid waste collected in their jurisdiction to go to a designated facility (or facilities). Alternatively, or additionally, for Santa Fe County, if the County moves to an approach that entails defined service areas and exclusive permits / contracts / franchises with private haulers, flow control provisions can be made part of the terms and conditions of the legal agreements between the parties.

***Recommendations***

The Agency respectfully recommends that the City of Santa Fe and Santa Fe County develop and implement flow control ordinances for solid waste generated in Santa Fe County. For the City to institute a flow control ordinance, it must direct all waste generated in the City of Santa Fe to the Caja del Rio Landfill or Buckman Road Recycling and Transfer Station. The County must also adopt a flow control ordinance that directs all waste generated in the urbanized unincorporated areas of the County to the facility that the County designates. It is the Agency's opinion that both the City and County could achieve flow control by amending their solid waste ordinances, land use codes, and any other regulations.

# MEMORANDUM

**To:** SFSWMA Joint Powers Board Members  
**From:** Randall Kippenbrock, P.E., Executive Director (RLK)  
**Date:** November 14, 2011  
**Subject:** Request for Approval of 2012 Meeting Calendar.

Staff is requesting the Board approve the following dates for JPB meetings for the 2012 calendar year. The JPB meetings are the third Thursday of each month. Staff is also requesting the Board to approve that the JPB have a regular meeting time of 12:00 p.m. and be held at the Santa Fe County Legal County Conference Room (2<sup>nd</sup> Floor of the County Courthouse). If approved by the Board, staff will notify City and County staff to place the dates on their meeting calendars.

Calendar Year 2012
January 19
February 16
March 15
April 19
May 17
June 21
July 19
August 16
September 20
October 18
November 15
December - No Meeting