

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: August 9, 2014
Subject: Request for Approval of Amendment No. 2 to the Professional Services Agreement with BlueWater Environmental Consulting of Santa Fe, NM, for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the Amount of \$49,668.88 (RFP No. '12/27/P).

BACKGROUND & SUMMARY:

On August 16, 2012, the Joint Powers Board approved RFP No. '12/27/P to BlueWater Environmental Consulting of Santa Fe, NM, for environmental services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (BuRRT) for FY-13.

Environmental services consist of the following tasks:

- Methane gas monitoring – Caja del Rio Landfill
- Groundwater discharge permit sampling & reporting – Caja del Rio Landfill and BuRRT
- Groundwater monitoring – Caja del Rio Landfill
- Leachate sampling – Caja del Rio Landfill
- Annual monitoring summary – Caja del Rio Landfill
- Facility inspections – Caja del Rio Landfill
- Other regulatory consulting services as assigned

On July 18, 2013, the Joint Powers Board approved amendment No. 1, which increased the Agreement in the amount of \$46,996.65 for a total not-to-exceed amount of \$93,993.30 for environmental services for FY-14. The amendment also extended the Agreement to August 15, 2014.

Amendment No. 2 will increase the Agreement in the amount of \$49,668.88 for a total not-to-exceed amount of \$143,662.18 for environmental services for FY-15. The amendment will also extend the Agreement to August 15, 2015. As per Article 5 of the Agreement, the Agreement can be extended for additional time upon approval by the Board, not to exceed four years.

Funding is available in 52501.510300 (Professional Services).

ACTION REQUESTED:

Staff recommends approval of Amendment No. 2 to the Professional Services Agreement with BlueWater Environmental Consulting for environmental services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station in the amount of \$49,668.88.

- Attachments:
- 1) Professional Services Agreement – Amendment No. 2
 - 2) Professional Services Agreement – Amendment No. 1
 - 3) Professional Services Agreement

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ATTACHMENT

Professional Services Agreement - Amendment No. 2

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

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 16, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and BlueWater Environmental Consulting, LLC, Santa Fe, NM (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 environmental services to the Agency.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Services for FY-15 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-Nine Thousand Six Hundred Sixty-Eight Dollars and Eighty-Eight Cents (\$49,668.88) 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 Forty-Three Thousand Six Hundred Sixty-Two Dollars and

Eighteen Cents (\$143,662.18), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$46,996.65
AMENDMENT NO. 1	\$46,996.65
AMENDMENT NO. 2	\$49,668.88
CONTRACT TO DATE	\$143,662.18

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

3. TERM AND EFFECTIVE DATE

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

A. This Agreement shall be effective when signed by the Agency and shall terminate on August 17, 2015, 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 Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

Miguel Chavez
Chairperson

Date:

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

BLUEWATER ENVIRONMENTAL CONSULTING, LLC:

Don Duncan
Managing Member

Date:

APPROVED AS TO FORM:

Justin W. Miller
Agency Attorney

Date:

EXHIBIT A

Bluewater Environmental Consulting

Scope of Work
for
Amendment No. 2

Environmental Services
for
Caja del Rio Landfill
and
Buckman Road Recycling and Transfer Station

RFP No. '12/27/P

FISCAL YEAR 2015 SCOPE OF SERVICES

Santa Fe Solid Waste Management Agency

July 07, 2014

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2015.

TASK 1 METHANE GAS MONITORING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Perform quarterly methane gas monitoring at 10 bar-hole probe locations and the permanent structures.
- Prepare a quarterly report for each methane monitoring event that includes, but is not limited to: executive summary, introduction, description of field methods, results with tables and figures, discussion, and conclusions.
- Submit the quarterly reports to the Solid Waste Bureau of the New Mexico Environment Department within 45-days of the monitoring event.
- Provide one report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 2 DP-1115 SAMPLING & REPORTING – BURRT

To complete this task BlueWater will:

- Report the volume of wastewater discharged monthly to the septic tank. BlueWater will determine the volume of discharge by obtaining monthly water meter readings from the City of Santa Fe.
- Collect semi-annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO₃-N), total dissolved solids (TDS), and chloride.

- Conduct semi-annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.

TASK 3 DP-1120 SEMI-ANNUAL INSPECTIONS & REPORTING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids and submit inspection logs to the Agency.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids and submit inspection logs to the Agency.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage. BlueWater will submit inspection logs to the Agency.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.
- Modify the sampling and reporting as necessary to comply with changes to the final permit requirements.

TASK 4 DP-1120 SAMPLING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Collect annual samples of the wastewater from each of the two septic tanks for analysis of TKN.
- Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 6.2.7.WW toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants with concentrations greater than the detection limit of the analytical method.
- Include the above information in the semi-annual report due February 1.

TASK 5 GROUND WATER MONITORING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Sampling and Analysis Plan, Revision 1. The sampling method includes using low-flow bladder pumps that are powered by compressed nitrogen. To ensure that the monitoring wells have been adequately purged, BlueWater will monitor the temperature, pH, electro-conductivity (EC), redox potential (eH), and turbidity using a flow through cell.

- In addition to the ground water samples, the Sampling and Analysis Plan, Revision 1 specifies collecting the following quality control samples during each ground water sampling event:
 - Trip blank
 - Blind standard reference material/performance evaluation (SRM/PE) sample
 - Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis at detection limits that are equal to or less than the corresponding practical quantitation limit (PQL).
- Check the off-site “Headquarters Well” for the presence of water.
- Validate laboratory data using the USEPA Contract Laboratory Program, National Functional Guidelines for Organic Data Review (EPA, 1999) and USEPA Contract Laboratory Program, National Functional Guidelines for Inorganic Data Review (EPA, 2004) as guidelines. Data validation is necessary to assess the accuracy and precision of laboratory results.
- Use a T-test, with a type I error of 0.01, to statistically compare laboratory results to baseline levels pursuant to the Ground water Monitoring Plan, Revision 1.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for ground water sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the ground water report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau’s date stamp.

TASK 6 LEACHATE SAMPLING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Compile leachate pumping volumes from each cell for the prior year.
- Collect one composite leachate sample in proportion to the prior year's pumping volumes.
- Submit the sample to Hall Environmental Analysis Laboratory for analysis of 20.9.10.20 Subsections A and C.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 7 ANNUAL MONITORING SUMMARY – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will prepare an annual report that summarizes the following information:

- Methane monitoring results, sampling dates, and report submittal dates.
- Ground water monitoring results, sampling date, and report submittal date.
- Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.

TASK 8 INSPECTIONS – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Inspect the operations of the landfill quarterly for compliance with 20.9.2 – 20.9.10 NMAC and other operational requirements.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Attend Solid Waste Bureau inspections.

TASK 9 REGULATORY CONSULTING SERVICES

Upon request by the Agency, BlueWater will provide other consulting services not previously identified.

BlueWater Environmental Consulting, LLC

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
FISCAL YEAR 2015 BUDGET**

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$850.00	4	\$3,400.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$1,000.00	2	\$2,000.00
3	DP-1120 Semi-annual Inspections & Reporting	Fixed fee	\$900.00	2	\$1,800.00
4	DP-1120 Annual Sampling	Fixed fee	\$1,560.00	1	\$1,560.00
5	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$9,675.00	1	\$9,675.00
6	Leachate Sampling & Reporting	Fixed fee	\$4,125.00	1	\$4,125.00
7	Annual Monitoring Summary	Fixed fee	\$750.00	1	\$750.00
8	Quarterly Shop & Operations Inspections	Fixed fee	\$650.00	4	\$2,600.00
9	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
Subtotal					\$45,910.00
NMGRT @ 0.081875					\$3,758.88
Total					\$49,668.88

COMMENTS

Task 5

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

BlueWater Environmental Consulting, LLC

Fee Schedule January 1, 2014

Professional Services by Title

Principal	\$150.00
Senior	\$125.00
Project Scientist	\$100.00
Staff Scientist	\$75.00
Technician	\$60.00
Secretary	\$50.00

Equipment, Supplies, & Reimbursable Expenses

Mileage	\$1.50/mile
Field vehicle	\$50.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
DO meter	\$25.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%

ATTACHMENT

Professional Services Agreement - Amendment No. 1

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

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 16, 2012 (the "Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency (the "Agency") and BlueWater Environmental Consulting, LLC, Santa Fe, NM (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 environmental services to the Agency.

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

1. SCOPE OF SERVICES

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Services for FY-14 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-Six Thousand Nine Hundred Ninety-Six Dollars and Sixty-Five Cents (\$46,996.65) 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 Ninety-Three Thousand Nine Hundred Ninety-Three Dollars and Thirty Cents (\$93,993.30), including applicable gross receipts taxes.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$46,996.65
AMENDMENT NO. 1	\$46,996.65
CONTRACT TO DATE	\$93,993.30

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

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 August 15, 2014, unless terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the


Agreement can be renewed annually, if agreed upon by the Agency and the Contractor and approved by the Joint Powers Board.

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.

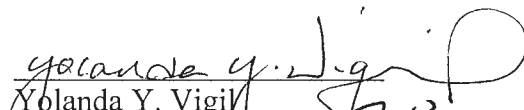
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

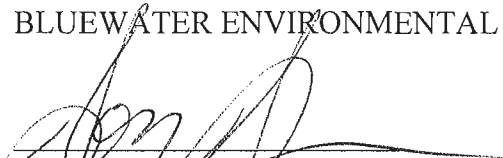

Peter Ives
Chairperson

8-15-13
Date:

ATTEST:

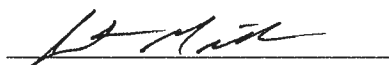

Yolanda Y. Vigil
Santa Fe City Clerk

BLUEWATER ENVIRONMENTAL CONSULTING, LLC:


Don Duncan
Managing Member

8/16/13
Date:

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

8/15/13
Date:

EXHIBIT A

Scope of Work
for
BlueWater Environmental Consulting, LLC

FISCAL YEAR 2014 SCOPE OF SERVICES

Santa Fe Solid Waste Management Agency

June 11, 2013

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2014.

TASK 1 METHANE GAS MONITORING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Perform quarterly methane gas monitoring at 10 bar-hole probe locations and the permanent structures.
- Prepare a quarterly report for each methane monitoring event that includes, but is not limited to: executive summary, introduction, description of field methods, results with tables and figures, discussion, and conclusions.
- Submit the quarterly reports to the Solid Waste Bureau of the New Mexico Environment Department within 45-days of the monitoring event.
- Provide one report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 2 DP-1115 SAMPLING & REPORTING – BURRT

To complete this task BlueWater will:

- Report the volume of wastewater discharged monthly to the septic tank. BlueWater will determine the volume of discharge by obtaining monthly water meter readings from the City of Santa Fe.
- Collect semi-annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO₃-N), total dissolved solids (TDS), and chloride.

- Conduct semi-annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.

TASK 3 DP-1120 SEMI-ANNUAL INSPECTIONS & REPORTING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids and submit inspection logs to the Agency.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids and submit inspection logs to the Agency.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage. BlueWater will submit inspection logs to the Agency.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.
- Modify the sampling and reporting as necessary to comply with changes to the final permit requirements.

TASK 4 DP-1120 SAMPLING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Collect annual samples of the wastewater from each of the two septic tanks for analysis of TKN.
- Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 6.2.7.WW toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants with concentrations greater than the detection limit of the analytical method.
- Include the above information in the semi-annual report due February 1.

TASK 5 GROUND WATER MONITORING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Sampling and Analysis Plan, Revision 1. The sampling method includes using low-flow bladder pumps that are powered by compressed nitrogen. To ensure that the monitoring wells have been adequately purged, BlueWater will monitor the temperature, pH, electro-conductivity (EC), redox potential (eH), and turbidity using a flow through cell.

- In addition to the ground water samples, the Sampling and Analysis Plan, Revision 1 specifies collecting the following quality control samples during each ground water sampling event:
 - Trip blank
 - Blind standard reference material/performance evaluation (SRM/PE) sample
 - Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis at detection limits that are equal to or less than the corresponding practical quantitation limit (PQL).
- Check the off-site “Headquarters Well” for the presence of water.
- Validate laboratory data using the USEPA Contract Laboratory Program, National Functional Guidelines for Organic Data Review (EPA, 1999) and USEPA Contract Laboratory Program, National Functional Guidelines for Inorganic Data Review (EPA, 2004) as guidelines. Data validation is necessary to assess the accuracy and precision of laboratory results.
- Use a T-test, with a type I error of 0.01, to statistically compare laboratory results to baseline levels pursuant to the Ground water Monitoring Plan, Revision 1.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for ground water sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the ground water report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau’s date stamp.

TASK 6 LEACHATE SAMPLING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Compile leachate pumping volumes from each cell for the prior year.
- Collect one composite leachate sample in proportion to the prior year's pumping volumes.
- Submit the sample to Hall Environmental Analysis Laboratory for analysis of 20.9.10.20 Subsections A and C.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 7 ANNUAL MONITORING SUMMARY – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will prepare an annual report that summarizes the following information:

- Methane monitoring results, sampling dates, and report submittal dates.
- Ground water monitoring results, sampling date, and report submittal date.
- Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.

TASK 8 INSPECTIONS – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Inspect the operations of the landfill quarterly for compliance with 20.9.2 – 20.9.10 NMAC and the current operations plan.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Attend Solid Waste Bureau inspections.

TASK 9 REGULATORY CONSULTING SERVICES

Upon request by the Agency, BlueWater will provide other consulting services not previously identified.

BlueWater Environmental Consulting, LLC

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
FISCAL YEAR 2014 BUDGET**

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$780.00	4	\$3,120.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$925.00	2	\$1,850.00
3	DP-1120 Semi-annual Inspections & Reporting	Fixed fee	\$800.00	2	\$1,600.00
4	DP-1120 Annual Sampling	Fixed fee	\$1,400.00	1	\$1,400.00
5	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$8,750.00	1	\$8,750.00
6	Leachate Sampling & Reporting	Fixed fee	\$3,750.00	1	\$3,750.00
7	Annual Monitoring Summary	Fixed fee	\$670.00	1	\$670.00
8	Quarterly Shop & Operations Inspections	Fixed fee	\$575.00	4	\$2,300.00
9	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
Subtotal					\$43,440.00
NMGRT @ 0.081875					\$3,556.65
Total					\$46,996.65

COMMENTS

Task 5

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

BlueWater Environmental Consulting, LLC

Fee Schedule January 1, 2012

Professional Services by Title

Principal	\$125.00
Senior	\$100.00
Project Scientist	\$80.00
Staff Scientist	\$65.00
Technician	\$50.00
Secretary	\$40.00

Expenses

Mileage	\$1.50/mile
Field vehicle	\$50.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%

ATTACHMENT

Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
(Environmental Services - 2012)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“the Agency”) and BlueWater Environmental Consulting, LLC, Santa Fe, NM (the “Contractor”) for Environmental Services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. ‘12/27/P) as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

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

2. STANDARDS OF PERFORMANCE; LICENSES

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

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

3. COMPENSATION

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Forty-Six Thousand Nine Hundred Ninety-Six Dollars and Sixty-Five Cents (\$46,996.65).

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

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

D. Detailed statements containing reimbursement expenses shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on August 16, 2013, unless it is terminated sooner pursuant to Article 6 below.

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

6. TERMINATION

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

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

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

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

8. CONFIDENTIALITY

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

9. CONFLICT OF INTEREST

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement professional liability insurance of \$1,000,000 for each claim, comprehensive general liability insurance of \$1,000,000 for each occurrence

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

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

C. Contractor shall also carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$1,000,000 combined single limit for each accident.

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

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

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

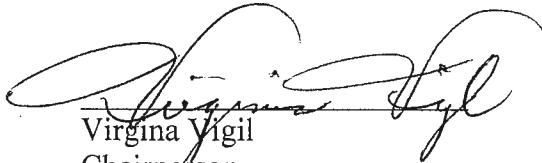
Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, postage prepaid, to the parties at the following addresses:

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

CONTRACTOR: Mr. Donald M. Duncan
Managing Member
BlueWater Environmental Consulting, LLC
1382 Santa Rosa Drive
Santa Fe, NM 87505-3488

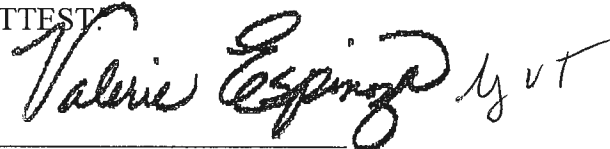
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE
MANAGEMENT AGENCY:

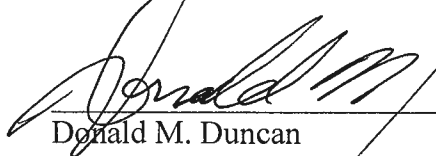

Virginia Vigil
Chairperson

Date: 8/16/12

ATTEST:

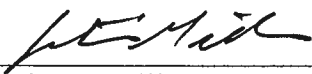

Valerie Espinoza
Santa Fe County Clerk

CONTRACTOR:


Donald M. Duncan
Managing Member
BlueWater Environmental Consulting, LLC

Date: 8/20/12

APPROVED AS TO FORM:


Justin W. Miller
Agency Attorney

Date: 8/16/12

EXHIBIT A

Scope of Work

for

BlueWater Environmental Consulting, LLC

FISCAL YEAR 2013 SCOPE OF SERVICES

Santa Fe Solid Waste Management Agency

August 2, 2012

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2013.

TASK 1 METHANE GAS MONITORING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Perform quarterly methane gas monitoring at 10 bar-hole probe locations and the permanent structures.
- Prepare a quarterly report for each methane monitoring event that includes, but is not limited to: executive summary, introduction, description of field methods, results with tables and figures, discussion, and conclusions.
- Submit the quarterly reports to the Solid Waste Bureau of the New Mexico Environment Department within 45-days of the monitoring event.
- Provide one report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 2 DP-1115 SAMPLING & REPORTING – BURRT

To complete this task BlueWater will:

- Report the volume of wastewater discharged monthly to the septic tank. BlueWater will determine the volume of discharge by obtaining monthly water meter readings from the City of Santa Fe.
- Collect semi-annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO₃-N), total dissolved solids (TDS), and chloride.

- Conduct semi-annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.

TASK 3 DP-1120 SEMI-ANNUAL INSPECTIONS & REPORTING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids and submit inspection logs to the Agency.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids and submit inspection logs to the Agency.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage. BlueWater will submit inspection logs to the Agency.
- Submit semi-annual reports that include the above items to the Ground Water Quality Bureau by August 1 and February 1.
- Provide a copy of each report to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Ground Water Quality Bureau with the Bureau's date stamp.
- Modify the sampling and reporting as necessary to comply with changes to the final permit requirements.

TASK 4 DP-1120 SAMPLING – CAJA DEL RIO LANDFILL

To complete this task BlueWater will:

- Collect annual samples of the wastewater from each of the two septic tanks for analysis of TKN.
- Sample wastewater from the equipment wash evaporation lagoon annually. Samples shall be analyzed for TDS, chloride, VOC using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010B. Compare the analytical results to the NMAC 20.6.2.3103 ground water standards and identify any analytes on the NMAC 6.2.7.WW toxic pollutants list with results and a list of elements or compounds that exceed ground water standards and/or toxic pollutants with concentrations greater than the detection limit of the analytical method.
- Include the above information in the semi-annual report due February 1.

TASK 5 GROUND WATER MONITORING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Sampling and Analysis Plan, Revision 1. The sampling method includes using low-flow bladder pumps that are powered by compressed nitrogen. To ensure that the monitoring wells have been adequately purged, BlueWater will monitor the temperature, pH, electro-conductivity (EC), redox potential (eH), and turbidity using a flow through cell.

- In addition to the ground water samples, the Sampling and Analysis Plan, Revision 1 specifies collecting the following quality control samples during each ground water sampling event:
 - Trip blank
 - Blind standard reference material/performance evaluation (SRM/PE) sample
 - Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis at detection limits that are equal to or less than the corresponding practical quantitation limit (PQL).
- Check the off-site “Headquarters Well” for the presence of water.
- Validate laboratory data using the USEPA Contract Laboratory Program, National Functional Guidelines for Organic Data Review (EPA, 1999) and USEPA Contract Laboratory Program, National Functional Guidelines for Inorganic Data Review (EPA, 2004) as guidelines. Data validation is necessary to assess the accuracy and precision of laboratory results.
- Use a T-test, with a type I error of 0.01, to statistically compare laboratory results to baseline levels pursuant to the Ground water Monitoring Plan, Revision 1.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for ground water sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the ground water report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau’s date stamp.

TASK 6 LEACHATE SAMPLING – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Compile leachate pumping volumes from each cell for the prior year.
- Collect one composite leachate sample in proportion to the prior year's pumping volumes.
- Submit the sample to Hall Environmental Analysis Laboratory for analysis of 20.9.10.20 Subsections A and C.
- Prepare a monitoring report that includes, but is not limited to, an executive summary, the methods used for sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the report to the Solid Waste Bureau of the New Mexico Environment Department within 90-days of the monitoring event, pursuant to Subsection N of 20.9.9.10 NMAC.
- Provide one copy of the report and one electronic version of each report on a CD-ROM to the Agency. Additionally, BlueWater will submit a copy of the report transmittal letter addressed to the Solid Waste Bureau with the Bureau's date stamp.

TASK 7 ANNUAL MONITORING SUMMARY – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will prepare an annual report that summarizes the following information:

- Methane monitoring results, sampling dates, and report submittal dates.
- Ground water monitoring results, sampling date, and report submittal date.
- Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.

TASK 8 INSPECTIONS – CAJA DEL RIO LANDFILL

To complete this task, BlueWater will perform the following services:

- Inspect the maintenance shop quarterly for best management practices of used oil, used anti-freeze, and other spent fluids.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Inspect the operations of the landfill quarterly for compliance with 20.9.2 – 20.9.10 NMAC and the current operations plan.
- Submit an inspection report with recommendations to the Agency within 14-days of the inspection.
- Attend Solid Waste Bureau inspections.

TASK 9 REGULATORY CONSULTING SERVICES

Upon request by the Agency, BlueWater will provide other consulting services not previously identified.

BlueWater Environmental Consulting, LLC
SANTA FE SOLID WASTE MANAGEMENT AGENCY
FISCAL YEAR 2013 BUDGET

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$780.00	4	\$3,120.00
2	DP-1115 Semi-annual Monitoring & Reporting	Fixed fee	\$925.00	2	\$1,850.00
3	DP-1120 Semi-annual Inspections & Reporting	Fixed fee	\$800.00	2	\$1,600.00
4	DP-1120 Annual Sampling	Fixed fee	\$1,400.00	1	\$1,400.00
5	Annual Ground Water Detection Monitoring & Reporting	Fixed fee	\$8,750.00	1	\$8,750.00
6	Leachate Sampling & Reporting	Fixed fee	\$3,750.00	1	\$3,750.00
7	Annual Monitoring Summary	Fixed fee	\$670.00	1	\$670.00
8	Quarterly Shop & Operations Inspections	Fixed fee	\$575.00	4	\$2,300.00
9	Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$20,000.00
Subtotal					\$43,440.00
NMGRT @ 0.081875					\$3,556.65
Total					\$46,996.65

COMMENTS

Task 5

Includes costs for checking the Headquarters Well for the presence of water, but does not include costs for sampling if water is present.

BlueWater Environmental Consulting, LLC

Fee Schedule January 1, 2012

Professional Services by Title

Principal	\$125.00
Senior	\$100.00
Project Scientist	\$80.00
Staff Scientist	\$65.00
Technician	\$50.00
Secretary	\$40.00

Expenses

Mileage	\$1.50/mile
Field vehicle	\$50.00/day
Bladder Pump	\$125.00/day
Bladder Pump Tubing	\$2.50/foot
DTW meter	\$35.00/day
pH meter	\$15.00/day
EC meter	\$15.00/day
Turbidity meter	\$25.00/day
Methane meter	\$35.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%