

ITEM # 19-0704

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 3  
PROFESSIONAL SERVICES AGREEMENT  
BLUEWATER ENVIRONMENTAL CONSULTING, LLC  
(Environmental Services - 2016)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated August 18, 2016 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and BlueWater Environmental Consulting, LLC ("Contractor"). The Amendment shall be effective as of the date this Amendment is executed by the Agency.

**RECITALS**

Under the terms of the Agreement, Contractor has agreed to provide environmental services for the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. '16/56/P).

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

**1. SCOPE OF SERVICES**

Article 1, Scope of Services of the Agreement is hereby amended to include the Scope of Services for FY-20 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 Thirty-One Thousand Seven Hundred Fifty Dollars and No Cents (\$31,750.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum

not to exceed One Hundred Seventy-Nine Thousand Six Hundred Seventy-Five Dollars and No Cents (\$179,675.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services attached hereto as Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$48,750.00
AMENDMENT NO. 1	\$49,500.00
AMENDMENT NO. 2	\$49,675.00
AMENDMENT NO. 3	\$31,750.00
CONTRACT TO DATE	\$179,675.00

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

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

D. Detailed invoices containing reimbursement expenses shall be itemized.

### **3. TERM AND EFFECTIVE DATE**

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

A. This Agreement shall be effective when signed by the Agency and terminate on August 18, 2020, 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.

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.

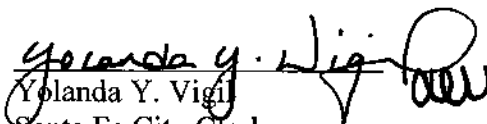
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Professional Services Agreement as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

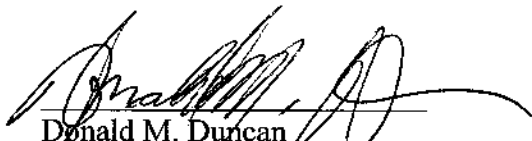
  
Renee Villarreal  
Chairperson, Joint Powers Board

8-15-19  
Date:

**ATTEST:**

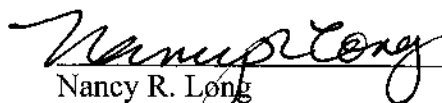
  
Yolanda Y. Vigil  
Santa Fe City Clerk

**CONTRACTOR:**

  
Donald M. Duncan  
President  
BlueWater Environmental Consulting, LLC

8/19/19  
Date:

**APPROVED AS TO FORM:**

  
Nancy R. Long  
Agency Attorney

8-15-19  
Date:

**EXHIBIT A**

**Scope of Services**  
**for**  
**BlueWater Environmental Consulting, LLC**

# **FISCAL YEAR 2020 SCOPE OF SERVICES AND BUDGET**

## **Santa Fe Solid Waste Management Agency**

July 8, 2019

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2020.

### **TASK 1 QUARTLERY METHANE MONITORING & REPORTING**

To complete this task BlueWater will perform the following services at Caja del Rio Landfill:

- Perform quarterly methane monitoring at 10 bar-hole probe locations surrounding the landfill and inside the six 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.
- Submit bound copies and electronic versions of the reports to the Agency.

### **TASK 2 QUARTERLY INSPECTIONS & REPORTS**

To complete this task, BlueWater will perform the following services at Caja del Rio Landfill:

#### Maintenance Shop Inspections

Quarterly inspections will include, but are not limited to:

- Shop appearance and organization
- Best management practices of used oil, anti-freeze, and other spent fluids
- Accumulation of spent fluids
- Proper labeling of spent fluids
- Proper containment of new and spent fluids
- Proper manifesting and disposal of spent fluids

- Accumulation of batteries or other hazardous materials
- Regular and timely inspections of emergency equipment
- Submitting inspection reports with recommendations to the Agency.

#### Landfill Operations Inspections

Quarterly inspections will include, but are not limited to:

- Compliance with 20.9.2 – 20.9.10 NMAC, the facilities permits and other requirements, including, but not limited to:
  - ✓ Operational controls, e.g., windblown litter, excessive dust or noise
  - ✓ Presence and proper posting of required signs
  - ✓ Water run-on/run-off
  - ✓ Required monitoring and reporting completed
  - ✓ Proper storage or disposal of materials
  - ✓ Required plans are available and updated as necessary
  - ✓ Proper acceptance and completion of special waste manifests
  - ✓ Required special waste records are available and properly completed
  - ✓ Proper completion of waste inspection reports
  - ✓ Adherence to operational plans
  - ✓ Presence of hazardous or unauthorized materials on-site
  - ✓ Adherence to DP-1120 conditions
- Submitting inspection reports with recommendations to the Agency.

#### Special Waste Audit Reports

The quarterly special waste audits will be in accordance with Condition 12 of the Final Order. The audit reports will be submitted to the Solid Waste Bureau of the New Mexico Environment Department within 30 days of the inspection. Copies and electronic versions of the reports will be provided to the Agency.

### Quarterly Leachate Pumping Reports

Quarterly Leachate Pumping Reports will be submitted to the Solid Waste Bureau of the New Mexico Environment Department within 30 days of the end of the quarter, as required by the Leachate Management Plan. Copies and electronic versions of the reports will be provided to the Agency.

### **TASK 3 DP-1115 ANNUAL MONITORING & REPORTING**

To complete this task BlueWater will perform the following services at BuRRT:

- 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 annual wastewater samples from the evaporation lagoon for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO<sub>3</sub>-N), total dissolved solids (TDS), and chloride.
- Conduct annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit annual reports to the Ground Water Quality Bureau by August 1.
- Provide a bound copy and an electronic version of the report to the Agency.

### **TASK 4 DP-1120 SEMI-ANNUAL MONITORING & REPORTING**

To complete this task BlueWater will perform the following services at Caja del Rio Landfill:

- Conduct semi-annual inspections of the shop wash holding tank for the accumulation of wastewater and solids.
- Conduct semi-annual inspections of the two septic tanks for the accumulation of scum and solids.
- Conduct semi-annual visual inspections of the ground surface above the two leach fields for proper maintenance and possible damage.
- Submit semi-annual reports to the Ground Water Quality Bureau by August 1 and February 1.
- Provide bound copies and electronic versions of the reports to the Agency.

### **Subtask 4.1 DP-1120 Annual Sampling**

To complete this task BlueWater will perform the following services at Caja del Rio Landfill:

- 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 will 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 SAMPLING & REPORTING**

To complete this task, BlueWater will perform the following services at Caja del Rio Landfill:

- Perform annual ground water sampling for three ground water monitoring wells and two piezometers.
- Sample the monitoring wells in accordance with the Ground Water Monitoring Plan. 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 Ground Water Monitoring Plan specifies collecting the following quality control samples during each ground water sampling event:
  - ✓ Trip blank
  - ✓ Blind field duplicate
- Submit the samples to Hall Environmental Analysis Laboratory (HEAL) for analysis of 20.9.9.20 Subsections A & C NMAC.



- 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.
- 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 a bound copy and an electronic version of the report to the Agency.

## **TASK 6 ANNUAL LEACHATE SAMPLING & REPORTING**

To complete this task, BlueWater will perform the following services at Caja del Rio Landfill:

- Compile leachate pumping volumes from each cell for the prior two years.
- 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 a bound copy and an electronic version of the report to the Agency.

## **TASK 7 ANNUAL MONITORING SUMMARY**

To complete this task, BlueWater will perform the following services for Caja del Rio Landfill:

- 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; and
  - ✓ Leachate monitoring results, sampling dates, report submittal date, and leachate pumping volumes.
- Submit the monitoring summary to the Agency by February 1, 2020.

## **TASK 8 ADDITIONAL CONSULTING SERVICES**

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

Examples of these services include, but are not limited to:

- Preparing or assisting with permit applications and amendments; e.g., DP-1120, DP-1115, Caja del Rio landfill operating permit, BuRRT operating permit
- Meetings with NMED or other regulatory agencies
- Additional monitoring or sampling in the event a regulatory standard is exceeded
- Training Agency staff
- Assisting with estimated closure costs or budgets
- Preparing or reviewing reports to regulatory agencies

## FISCAL YEAR 2020 BUDGET

Task	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1	Quarterly Methane Monitoring & Reporting	Fixed fee	\$1,000.00	4	\$4,000.00
2	Quarterly Inspections & Reports	Fixed fee	\$1,000.00	4	\$4,000.00
3	DP-1115 Annual Monitoring & Reporting	Fixed fee	\$1,000.00	1	\$1,000.00
4	DP-1120 Semi-annual Monitoring & Reporting	Fixed fee	\$1,000.00	2	\$2,000.00
4.1	DP-1120 Annual Sampling	Fixed fee	\$1,575.00	1	\$1,575.00
5	Ground Water Sampling & Reporting	Fixed fee	\$12,400.00	1	\$12,400.00
6	Annual Leachate Sampling & Reporting	Fixed fee	\$3,525.00	1	\$3,525.00
7	Annual Monitoring Summary	Fixed fee	\$750.00	1	\$750.00
8	Additional Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$0.00
<b>Subtotal</b>					<b>\$29,250.00</b>
NMGRT (estimated)					\$2,500.00
<b>Total</b>					<b>\$31,750.00</b>

The estimated NMGRT allows for rate increases.

# *BlueWater Environmental Consulting, LLC*

## **Fee Schedule**

July 1, 2019

### 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 + 15%
Rented equipment	cost + 15%
Subcontractor or vendor fees	cost + 15%