

# MEMORANDUM

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**To:** SFSWMA Joint Powers Board  
**From:** Randall Kippenbrock, P.E., Executive Director <sup>RLK</sup>  
**Date:** August 17, 2025  
**Subject:** Request for Approval of Amendment No. 1 to the Professional Services Agreement with BlueWater Environmental Consulting, LLC of Santa Fe, NM, for Environmental Services at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. 24070)

## SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Professional Services Agreement (Agreement) with BlueWater Environmental Consulting (BlueWater) of Santa Fe, NM, for environmental services at Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT).

The Amendment extends the term of the Agreement through August 15, 2026 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment also increases compensation by \$83,175 to a total amount not to exceed \$210,625.

Funding is available from 8100851.510250 and 8100852.510250 (Compliance Services).

## BACKGROUND

On June 24, 2024, the Agency issued Request for Proposal (RFP) No. 24070 for environmental services at the Landfill and BuRRT.

On August 15, 2024, the Board approved the Agreement with BlueWater for \$127,450 for the term August 15, 2024 through August 15, 2025.

Amendment No. 1 to the Agreement will continue these environmental services for FY-26:

- Quarterly methane monitoring and reporting for the Landfill
- Quarterly inspections and reports for the Landfill
- Quarterly inspections and reports for BuRRT
- DP-1115 annual monitoring and reporting for BuRRT
- DP-1120 semi-annual monitoring and reporting for the Landfill
- DP-1120 annual sampling for the Landfill
- Annual groundwater detection sampling and reporting for the Landfill
- Background water quality update for the Landfill
- Annual leachate sampling and reporting for the Landfill

- Quarterly leachate reporting for the Landfill
- Annual monitoring summary for the Landfill
- Mid-term review for the Landfill
- Additional consulting services as assigned

### **ACTION REQUESTED**

The Agency requests Board approval of Amendment No. 1 to the Agreement with BlueWater for environmental services.

The Agency also requests Board approval to extend the term of the Agreement through August 15, 2026, and increase the compensation by \$83,175 for a total not-to-exceed amount of \$210,625.

#### Attachments:

- 1) Professional Services Agreement – Amendment No. 1
- 2) Professional Services Agreement with BlueWater Environmental Consulting

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**ATTACHMENT 1**

**Professional Services Agreement – Amendment No. 1**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
AMENDMENT No. 1  
PROFESSIONAL SERVICES AGREEMENT  
BLUEWATER ENVIRONMENTAL CONSULTING, LLC  
(Environmental Services - 2024)**

This AMENDMENT No. 1 (“Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated August 15, 2024 (“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 at Caja del Rio Landfill and Buckman Road Recycling and Transfer Station (RFP No. 24070).

Pursuant to Article 19, 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-26 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 Eighty-Three Thousand One Hundred Seventy-Five Dollars and No Cents (\$83,175.00) 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 Two Hundred Ten Thousand Six Hundred Twenty-Five Dollars and No Cents (\$210,625.00), 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	\$127,450.00
AMENDMENT NO. 1	\$83,175.00
CONTRACT TO DATE	\$210,625.00

B. Contractor shall be responsible for payment of gross receipts taxes due to 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 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 15, 2026, 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 hereto have executed this Amendment as of the dates set forth below.

**SANTA FE SOLID WASTE MANAGEMENT AGENCY:**

\_\_\_\_\_  
Lee Garcia  
Chairperson, Joint Powers Board

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

**CONTRACTOR:**

\_\_\_\_\_  
Donald M. Duncan  
President  
BlueWater Environmental Consulting, LLC

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Nancy R. Long  
Agency Attorney

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

**EXHIBIT A**

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

# **FISCAL YEAR 2026 SCOPE OF SERVICES AND BUDGET**

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

June 16, 2025

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2026.

### **TASK 1 QUARTERLY METHANE MONITORING**

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 facility 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 reports to the Solid Waste Bureau within 45 days of the monitoring event.
- Submit a printed copy and an electronic version of the reports to the Agency.

### **TASK 2 FACILITY INSPECTIONS**

The facility inspection task is divided into two subtasks, one for Caja del Rio Landfill and a second for BuRRT:

#### **Subtask 2.1 Caja del Rio Landfill Inspections**

##### Maintenance Shop

Quarterly inspections will include, but are not limited to:

- Shop, and immediate surrounding area, 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
- Safety data sheet availability and updates
- 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 facility’s permits and requirements, including, but not limited to:
  - ✓ Adherence to operational plans
  - ✓ Required plans are available and updated as necessary
  - ✓ Employee training
  - ✓ Proper acceptance and completion of special waste manifests
  - ✓ Required special waste records are available and properly completed
  - ✓ Proper completion of waste inspection reports
  - ✓ Required monitoring and reporting completed
  - ✓ Facility and operational controls; e.g., windblown litter, excessive dust or noise
  - ✓ Presence of and proper posting of required signs
  - ✓ Working face operations; e.g., daily cover applied, working face size, litter fencing
  - ✓ Water run-on/run-off, including side slope erosion
  - ✓ Proper storage or disposal of materials
  - ✓ Presence of hazardous or unauthorized materials on-site
- Adherence to DP-1120 conditions
- Petroleum storage tank systems
- Submitting inspection reports with recommendations to the Agency.

## **Subtask 2.2 Buckman Road Recycling & Transfer Station Inspections**

BlueWater will conduct quarterly inspections that will include, but are not limited to:

- Compliance with 20.9.2 – 20.9.10 NMAC, the facility’s permits and requirements, including, but not limited to:
  - ✓ Adherence to operational plans, including the general, HHW center, green waste, MRF, and universal waste operational plans
  - ✓ Required plans are available and updated as necessary
  - ✓ Employee training
  - ✓ Proper completion of waste inspection reports
  - ✓ Proper completion of manifests, including HHW, universal waste, and scrap tires
  - ✓ Facility and operational controls; e.g., windblown litter, excessive dust or noise
  - ✓ Presence of and proper posting of required signs
  - ✓ Green waste area / scrap tires; e.g., stockpile size & spacing, litter/MSW, vectors
  - ✓ Proper storage of materials, including HHW Center and universal wastes
  - ✓ Presence of hazardous or unauthorized materials on-site
- Adherence to DP-1115 conditions
- Submitting inspection reports with recommendations to the Agency.

## **TASK 3 DP-1115 ANNUAL 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.
- Annually, collect wastewater samples from the evaporation pond for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO<sub>3</sub>-N), total dissolved solids (TDS), and chloride.
- Submit the samples to a laboratory for analysis.
- 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.

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

#### **TASK 4 DP-1120 SAMPLING & REPORTING**

This task is divided into two subtasks, one for the annual sampling and a second for the semi-annual reporting.

##### **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 pond annually.
- Submit the samples to a laboratory for analysis of 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 groundwater standards and identify any analytes on the NMAC 6.2.7.T toxic pollutants list with results and a list of elements or compounds that exceed groundwater 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<sup>st</sup>.

##### **Subtask 4.2 Semi-Annual 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.
- Submit a printed copy and an electronic version of the reports to the Agency.

#### **TASK 5 GROUND WATER DETECTION MONITORING**

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

- Perform annual groundwater sampling for three groundwater monitoring wells and two piezometers.

- Sample the monitoring wells in accordance with the groundwater 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 groundwater samples, the groundwater monitoring plan specifies collecting the following quality control samples during each groundwater sampling event:
  - ❖ Trip blank
  - ❖ Blind field duplicate
- Submit the samples to a laboratory for analysis of the Caja del Rio Landfill Reduced Parameter List.
- 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.
- Compare laboratory results to the approved prescriptive and site-specific AML.
- Prepare a detection monitoring report that includes, but is not limited to, an executive summary, the methods used for groundwater sampling and laboratory analysis, results with tables and figures, a narrative discussion, and a conclusion.
- Submit the detection monitoring report to the Solid Waste Bureau within 90 days of the monitoring event.
- Submit a printed copy and an electronic version of the report to the Agency.

## **TASK 6 ANNUAL LEACHATE MONITORING**

### **Subtask 6.1 Quarterly Leachate Reporting**

To complete this task, BlueWater will submit three Quarterly Leachate Pumping Reports 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. BlueWater will submit a printed copy and an electronic version of the reports to the Agency.

### **Subtask 6.2 Annual Leachate Sampling & Reporting**

- Compile leachate pumping volumes from each cell for the prior two years.
- Collect one composite leachate sample in proportion to the prior two-year pumping volumes.
- Submit the composite sample to HEAL 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.
- Submit a printed 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:

- Complete the Solid Waste Bureau annual monitoring form.
- Prepare an annual report that summarizes the following information:
  - ❖ Methane monitoring results, sampling dates, and report submittal dates;
  - ❖ Groundwater 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<sup>st</sup>.

## **TASK 8 ADDITIONAL CONSULTING SERVICES**

Upon request by the Agency, BlueWater will provide consulting services not previously identified. Examples of these services include, but are not limited to:

- Additional monitoring or sampling; e.g., assessment monitoring, soil sampling, SWPPP sampling
- Prepare or assist with permit applications or amendments; e.g., DP-1120, DP-1115, Caja del Rio Landfill operating permit, BuRRT operating permit
- Prepare, amend, or assist with operational plans
- Prepare, amend, or assist with corrective action plans; e.g., Caja del Rio Landfill liner repair
- Prepare, amend, or assist with disposal management plans
- Prepare or assist with reports, letters, or other documents
- Review and edit Agency generated documents; e.g., requests for proposals, memos, public notices, meeting agendas, etc.
- Consult with Agency staff on regulatory, operational, or other requirements or concerns

- Meet with NMED or other regulatory agencies
- Prepare or assist with estimated closure costs, financial assurance, or budgets
- Train Agency staff

**FISCAL YEAR 2026 BUDGET**

<b>Task</b>	<b>Subtask</b>	<b>Invoice Item</b>	<b>Invoicing Basis</b>	<b>Unit Fee</b>	<b>Number of Units</b>	<b>Extended Fee</b>
1		Quarterly Methane Monitoring	Fixed fee	\$1,500.00	4	\$6,000.00
2	2.1	Caja del Rio Landfill Inspections	Fixed fee	\$1,800.00	4	\$7,200.00
	2.2	BuRRT Inspections	Fixed fee	\$1,800.00	4	\$7,200.00
3		DP-1115 Sampling & Reporting	Fixed fee	\$1,775.00	1	\$1,775.00
4	4.1	DP-1120 Annual Sampling	Fixed fee	\$1,500.00	2	\$3,000.00
	4.2	DP-1120 Semi-annual Reporting	Fixed fee	\$2,550.00	1	\$2,550.00
5		Ground Water Detection Monitoring	Fixed fee	\$15,450.00	1	\$15,450.00
6	6.1	Quarterly Leachate Reporting	Fixed fee	\$750.00	3	\$2,250.00
	6.2	Annual Leachate Sampling & Reporting	Fixed fee	\$5,250.00	1	\$5,650.00
7		Annual Monitoring Summary	Fixed fee	\$800.00	1	\$800.00
8		Additional Consulting Services	Time and Materials	Per Fee Schedule	As assigned by the Agency	\$25,000.00
<b>Subtotal</b>						<b>\$76,875.00</b>
NMGRT (estimated)						\$6300.00
<b>Total</b>						<b>\$83,175.00</b>

The estimated NMGRT allows for tax rate increases.

*BlueWater Environmental Consulting, LLC*

**Fee Schedule**

July 1, 2025

Professional Services by Title

Principal	\$275.00
Senior	\$225.00
Project Scientist	\$175.00
Staff Scientist	\$125.00
Secretary	\$100.00

Equipment, Supplies, & Reimbursable Expenses

Mileage	\$1.50/mile
Water level meter	\$50.00/day
Hanna multi meter	\$75.00/day
Four gas meter	\$50.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Extendable pond sampler	\$15.00/day
Bladder pump & controller	\$175.00/day
Bladder pump tubing	\$3.50/foot
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%

**ATTACHMENT 2**

**Professional Services Agreement with BlueWater Environmental Consulting**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY  
PROFESSIONAL SERVICES AGREEMENT  
BLUEWATER ENVIRONMENTAL CONSULTING, LLC  
(Environmental Services – 2024)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and BlueWater Environmental Consulting, LLC (“Contractor”) for environmental services (RFP No. 24070) 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 Services 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 One Hundred Twenty-Seven Thousand Four Hundred Fifty Dollars and No Cents (\$127,450.00).

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

C. Payment shall be made upon receipt and approval by the Agency of detailed statements containing a report of services completed. Compensation shall be paid only for services actually performed in accordance with the fee schedule set forth in the Scope of Services 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 Article per Article 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 15, 2025, 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**

A. 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 Article, 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. OWNERSHIP OF WRITTEN PRODUCTS**

All reports, documents or other written material ("written products" herein) developed by Contractor in the performance of this Agreement shall be and remain the property of the Agency without restriction or limitation upon its use or dissemination by Agency. Contractor may take and retain copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

**10. 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.

**11. 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.

**12. 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.

**13. INSURANCE**

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement commercial 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 required limits may be provided by a combination of general liability insurance and commercial umbrella liability insurance. 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 canceled 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 Article as a condition of entering into this Agreement.

B. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$1,000,000 for each claim.

C. Contractor shall 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. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

D. 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.

**14. 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.

**15. 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.

**16. 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.

**17. 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.

**18. 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.

**19. AMENDMENT**

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

**20. 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 Services 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.

**21. 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.

**22. 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.

**23. NOTICES**

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by email, as provided below, 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  
Email: rkippenbrock@sfswma.org

**CONTRACTOR:** Mr. Don Duncan  
President  
BlueWater Environmental Consulting  
1382 Santa Rosa Drive  
Santa Fe, NM 87505-3488  
Email: don.duncan@bluewater-environmental.com

B. Notice sent by recognized overnight delivery service shall be effective only upon actual receipt thereof at the office of the addressee set forth above, and any such notice delivered at a time outside of normal business hours shall be deemed effective at the opening of business on the next business day.

C. Notice sent by email shall be effective only upon actual receipt of the original by delivery service unless written confirmation is sent by the recipient of the email stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

**24. COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.



**EXHIBIT A**  
**Scope of Services**

# **FISCAL YEAR 2025 SCOPE OF SERVICES AND BUDGET**

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

August 8, 2024

The following provides the Scope of Services BlueWater Environmental Consulting, LLC will provide Santa Fe Solid Waste Management Agency for Fiscal Year 2025.

### **TASK 1 QUARTERLY METHANE MONITORING**

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 facility 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 reports to the Solid Waste Bureau within 45-days of the monitoring event.
- Submit printed and electronic copies of the reports to the Agency.

### **TASK 2 FACILITY INSPECTIONS**

The facility inspection task is divided into two subtasks, one for Caja del Rio Landfill and a second for BuRRT:

#### **Subtask 2.1 Caja del Rio Landfill Inspections**

##### Maintenance Shop

Shop inspections will include, but are not limited to:

- Shop, and immediate surrounding area, 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
- Safety data sheet availability and updates
- Submitting inspection reports with recommendations to the Agency.

### Landfill Operations Inspections

Landfill inspections will include, but are not limited to:

- Compliance with 20.9.2 – 20.9.10 NMAC, the facility’s permits and requirements, including, but not limited to:
  - ✓ Adherence to operational plans
  - ✓ Required plans are available and updated as necessary
  - ✓ Employee training
  - ✓ Proper acceptance and completion of special waste manifests
  - ✓ Required special waste records are available and properly completed
  - ✓ Proper completion of waste inspection reports
  - ✓ Required monitoring and reporting completed
  - ✓ Facility and operational controls; e.g., windblown litter, excessive dust or noise
  - ✓ Presence of and proper posting of required signs
  - ✓ Working face operations; e.g., daily cover applied, working face size, litter fencing
  - ✓ Water run-on/run-off, including side slope erosion
  - ✓ Proper storage or disposal of materials
  - ✓ Presence of hazardous or unauthorized materials on-site
- Adherence to DP-1120 conditions
- Petroleum storage tank systems
- Submitting inspection reports with recommendations to the Agency.

## **Subtask 2.2 Buckman Road Recycling & Transfer Station Inspections**

Transfer station inspections will include, but are not limited to:

- Compliance with 20.9.2 – 20.9.10 NMAC, the facility’s permits and requirements, including, but not limited to:
  - ✓ Adherence to operational plans, including the general, HHW center, green waste, MRF, and universal waste operational plans
  - ✓ Required plans are available and updated as necessary
  - ✓ Employee training
  - ✓ Proper completion of waste inspection reports
  - ✓ Proper completion of manifests, including HHW, universal waste, and scrap tires
  - ✓ Facility and operational controls; e.g., windblown litter, excessive dust or noise
  - ✓ Presence of and proper posting of required signs
  - ✓ Green waste area / scrap tires; e.g., stockpile size & spacing, litter/MSW, vectors
  - ✓ Proper storage of materials, including HHW Center and universal wastes
  - ✓ Presence of hazardous or unauthorized materials on-site
- Adherence to DP-1115 conditions
- Submitting inspection reports with recommendations to the Agency.

### **TASK 3 DP-1115 ANNUAL 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.
- Annually, collect wastewater samples from the evaporation pond for analysis of total Kjeldahl nitrogen (TKN), nitrate for nitrogen (NO<sub>3</sub>-N), total dissolved solids (TDS), and chloride.
- Submit the samples to Eurofins (formerly HEAL) for analysis.
- Conduct annual inspections of the septic tank for the accumulation of scum and solids and prepare logs of the inspections.
- Submit the annual report to the Ground Water Quality Bureau by August 1.
- Submit a printed and an electronic copy of the report to the Agency.

### **TASK 4 DP-1120 SEMI-ANNUAL 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.
- Submit printed and electronic copies 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 pond annually.
- Submit the samples to Eurofins for analysis of 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.T 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<sup>st</sup>.

#### **TASK 5 GROUND WATER DETECTION MONITORING**

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 Eurofins for analysis of the parameters listed in Subsections A & C of 20.9.10.20 NMAC (full list).
- 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.

- Compare laboratory results to the approved prescriptive and site-specific AML.
- Prepare a detection 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 detection monitoring report to the Solid Waste Bureau within 90 days of the monitoring event.
- Submit a printed and an electronic copy of the report to the Agency.

### **Subtask 5.1 Background Water Quality Update**

To complete this task, BlueWater will:

- Compile historical ground water monitoring data.
- Use EPA procedures to determine if any historical result is an outlier that should be removed from the data set.
- Calculate new background water quality (BWQ) levels for all parameters listed in Subsections A & C of 20.9.10.20 NMAC.
- Calculate new assessment monitoring levels (AML) for all parameters listed in Subsections A & C of 20.9.10.20 NMAC.
- Compile new practical quantitative levels (PQL) for all parameters listed in Subsections A & C of 20.9.10.20 NMAC.
- Prepare a report that includes the methods used for calculating the new levels, results with tables, and a narrative discussion.
- Submit the report to the Solid Waste Bureau.
- Submit a printed and an electronic copy of the report to the Agency.

## **TASK 6 LEACHATE REPORTING**

To complete this task, BlueWater will submit three Quarterly Leachate Pumping Reports 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. BlueWater will submit a printed copy and an electronic version of the report to the Agency.

### **Subtask 6.1 Annual Leachate Monitoring**

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 two-year pumping volumes.
- Submit the composite sample to Eurofins for analysis of Subsections A & C of 20.9.10.20 NMAC.
- 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.
- Submit a printed and an electronic copy 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:

- Complete the Solid Waste Bureau annual monitoring form.
- 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<sup>st</sup>.

### **TASK 8 ADDITIONAL CONSULTING SERVICES**

Upon request by the Agency, BlueWater will provide consulting services not previously identified. Examples of these services include, but are not limited to:

- Additional monitoring or sampling; e.g., assessment monitoring, soil sampling, SWPPP sampling
- Prepare or assist with permit applications or amendments; e.g., DP-1120, DP-1115, Caja del Rio Landfill operating permit, BuRRT operating permit

- Prepare, amend, or assist with operational plans
- Prepare, amend, or assist with corrective action plans; e.g., Caja del Rio Landfill liner repair
- Prepare, amend, or assist with disposal management plans
- Prepare or assist with reports, letters, or other documents
- Review and edit Agency generated documents; e.g., requests for proposals, memos, public notices, meeting agendas, etc.
- Consult with Agency staff on regulatory, operational, or other requirements or concerns
- Meet with NMED or other regulatory agencies
- Prepare or assist with estimated closure costs, financial assurance, or budgets
- Train Agency staff

### **Subtask 8.1 Caja del Rio Landfill Mid-Term Review**

To complete this task, BlueWater will prepare and submit mid-term review documents for Caja del Rio Landfill. The mid-term review requirements include:

- A description of facility operations,
- Compliance history,
- Environmental monitoring results, releases, and any remediation,
- Changes in information from the disclosure forms,
- Any other technical requirements requested by the secretary,
- Financial assurance documentation,
- Any behavior or incidents of the nature described in Subsection B of 74-9-24 of the Solid Waste Act, and
- Provide public notice in accordance with Section 74-9-22 of the Solid Waste Act and 20.9.2 - 20.9.19 NMAC.

### Fiscal Year 2025 Budget

Task	Subtask	Invoice Item	Invoicing Basis	Unit Fee	Number of Units	Extended Fee
1		Quarterly Methane Monitoring	Fixed fee	\$1,500.00	4	\$6,000.00
2	2.1	Caja del Rio Landfill Inspections	Fixed fee	\$1,800.00	4	\$7,200.00
	2.2	BuRRT Inspections	Fixed fee	\$1,800.00	4	\$7,200.00
3		DP-1115 Annual Reporting	Fixed fee	\$1,750.00	1	\$1,750.00
4	4.0	DP-1120 Semi-annual Reporting	Fixed fee	\$1,500.00	2	\$3,000.00
	4.1	DP-1120 Annual Sampling	Fixed fee	\$2,500.00	1	\$2,500.00
5	5.0	Ground Water Detection Monitoring	Fixed fee	\$18,750.00	1	\$18,750.00
	5.1	BWQ Update	Time and Materials	Per Fee Schedule	-	\$18,000.00
6	6.0	Quarterly Leachate Reporting	Fixed fee	\$750.00	3	\$2,250.00
	6.1	Annual Leachate Monitoring	Fixed fee	\$5,250.00	1	\$5,250.00
7		Annual Monitoring Summary	Fixed fee	\$800.00	1	\$800.00
8	8.0	Additional Consulting Services	Time and Materials	Per Fee Schedule	-	\$25,000.00
	8.1	CdR Mid-Term Review	Time and Materials	Per Fee Schedule	-	\$20,000.00
<b>Subtotal</b>						<b>\$117,700.00</b>
NMGRT (estimated)						\$9,750.00
<b>Total</b>						<b>\$127,450.00</b>

The estimated NMGRT allows for tax rate increases.

# *BlueWater Environmental Consulting, LLC*

## **Fee Schedule**

July 1, 2024

### Professional Services by Title

Principal	\$275.00
Senior	\$225.00
Project Scientist	\$175.00
Staff Scientist	\$125.00
Secretary	\$100.00

### Equipment, Supplies, & Reimbursable Expenses

Mileage	\$1.50/mile
Water level meter	\$50.00/day
Hanna multi meter	\$75.00/day
Four gas meter	\$75.00/day
Slide hammer	\$10.00/day
Stainless steel, gas probe	\$15.00/day
Extendable pond sampler	\$15.00/day
Bladder pump & controller	\$175.00/day
Bladder pump tubing	\$2.50/foot
Expendable supplies	cost + 10%
Rented equipment	cost + 10%
Subcontractor or vendor fees	cost + 10%