

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN SANTA FE COUNTY AND GOLDER ASSOCIATES, INC.  
FOR LANDFILL MONITORING SERVICES AT THE AGUA FRIA LANDFILL**

**THIS AGREEMENT** is made and entered into this 23 day of December, 2015, between **Santa Fe County**, (hereinafter referred to as the "County") and **Golder Associates Inc.**, 5200 Pasadena Ave. NE, Suite C, Albuquerque, NM 87113 (hereinafter the "Contractor").

**WHEREAS**, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited through Request for Proposals (RFP) No. 2016-0117-PW/IC for closure post-closure activities that are required pursuant to the County's Agua Fria Landfill's Closure Post-Closure Plan ("CPCP") approved by the New Mexico Environment Department ("NMED") in 1998, as amended in 2011; and

**WHEREAS**, based on the evaluation criteria in the RFP, the County determined that the Contractor is the most responsive and highest rated offeror; and

**WHEREAS**, the County requires the services of the Contractor, and the Contractor is willing to provide these services and both parties wish to enter into this Agreement; and

**NOW THEREFORE**, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows.

**1. SCOPE OF WORK**

A. The Contractor shall render the following services for groundwater and methane sampling and monitoring in accordance with the Agua Fria Landfill Closure Post-Closure Plan ("CPCP"), 20.9.1 NMAC through 20.9.10 NMAC (hereinafter the "Regulations") and all modifications and conditions of the CPCP as set forth in Appendixes C and D of the RFP that are attached and incorporated herein as Exhibit "A" to this Agreement and as otherwise may be required by NMED and as more specifically set forth below:

- Prepare a site sampling procedure plan for submission to the County and approved by NMED prior to commencing the necessary collecting, sampling and monitoring of groundwater, for constituents of concern, and methane levels from the field readings of the ground water monitoring wells and methane monitoring points or extraction wells/vents as more specifically set forth below and as required by the CPCP and all other documents referenced and incorporated into this Agreement in Paragraph "A" above.
- Arrange for the services of an appropriate and certified analytical laboratory to complete analysis of the samples taken to comply with all documents and Regulations referenced above. Require that enumerated laboratory results be provided and work with the laboratory for any other tasks as specified below and as required in the CPCP or other documents referenced herein.

- Review, compile and analyze all data and laboratory results that are received after taking the necessary sampling. If there is an exceedance of any of the applicable ground water monitoring parameter results or methane monitoring levels during the performance of the work under this Agreement, then the ground water sampling will resume to semi-annual events under this Agreement, rather than annual; and the methane monitoring and sampling under this Agreement will revert to the original quarterly monitoring in accordance with the applicable documents and Regulations referenced above.
- Prepare data summary letters for each iron and manganese sampling events and results as required pursuant to the CPCP and applicable solid waste regulations.

Well Information, Sampling Protocol and Analytical Sampling Procedure details are listed below.

Currently there are five groundwater monitoring wells at this site as detailed in the following table:

Well Number	Well Location Type	Depth Below Grade (feet)	Pump Description	Notes
MW-1	Up-gradient	465	Electric, submersible impeller, 1 hp	
MW-2	Down-gradient	405	Electric, submersible impeller, 1 hp	
MW-3	Down-gradient	340	Electric, submersible impeller, 1 hp	
MW-4	Down-gradient	310	Bennett sample pump #1800-8, Submersible piston pump, compressed air	
MW-5	Down-gradient	319.5	Grundfos variable speed motor 5E8 RediFlo, 2 hp, three phase, 230V Pollution Recover Motor with a 50' Teflon lead	Installed in September 2004

Contractor will supply and maintain all necessary sampling equipment (including generators and compressors), except pump controls and associated hardware for each type of pump.

- Groundwater from all wells will be tested annually in accordance with all applicable provisions of the Regulations, the Alternative Ground Water Parameter List that is set forth in Exhibit "A," the CPCP and any applicable NMED modifications.

**B. As more specifically set forth below, the Contractor shall perform the following services for Groundwater Sampling and Reporting:**

- Prepare a site sampling procedure plan for submission to the County. The plan shall contain the Standard Operating Procedures (SOPs) and protocols that will be used by field staff for sample collection and shipment to the laboratory. Equipment calibration methods, sampling protocols such as times of purging etc. must be specified. Once the County and Contractor have mutually agreed upon the SOP, any revisions or deviations to the SOP's must be documented in the field data collection sheets.
- Notify the County's Solid Waste Manager in advance of the dates of any and all planned sampling. Immediately report any problems with equipment or site conditions that could delay or interrupt sampling.
- Collect samples from the five monitoring wells using methods as specified in the documents and Regulations referenced in Paragraph A above. Contractor must ensure that all well monitoring and sampling shall be performed by persons that are experienced and trained environmental field scientists. Fieldwork must also be consistently completed for each sampling event. Obtain and record site-specific field measurements, including pH, temperature, eH (redox), turbidity (NTU), and conductivity (Specific Conductance).
- Prior to purging a well, the depth to ground water will be measured to the nearest 1/100th of a foot. Each well will be purged until the pH, temperature and conductivity levels are stable. NTU readings will be taken prior to collection of samples for the laboratory. The stabilized readings and NTU values shall be recorded on the field data sheets, and these results will also be included in the monitoring report.
- Samples must be properly preserved, shipped in coolers at the correct temperatures (with ice if necessary), and within the appropriate holding times for the parameters analyzed by a qualified lab. Contractor must include properly completed chain of custody and field data sheets with all samples.
- Contractor shall subcontract for the provision of qualified/certified analytical laboratory services to complete analysis of samples. The selected laboratory must be fully qualified to analyze groundwater samples in the State of New Mexico. The selected laboratory must also be National Environmental Lab Accreditation (NELAC) certified for all constituents of concern. All samples will be analyzed using the parameters listed in Exhibit "A" of this Agreement or as otherwise modified by NMED during the course of the contract and based on sampling results to at least the Practical Quantitation Limits (PQLs).
- Make arrangements with the laboratory to provide two sets of sampling bottles for total and dissolved inorganic analysis. Either make arrangements with the laboratory for the provision of field filters or provide the appropriate micron size filtering equipment. For any well water found to have field turbidity values >50 NTU, a second sample must be collected and filtered prior to delivery to the laboratory for inorganic compound analysis by the laboratory. The results of the filtered samples shall be evaluated and compared to the total metals results by the selected firm. The data from the filtered samples shall not be included in the report to NMED. However, all laboratory results and the comparative analysis must be provided to Santa Fe County Division of Solid Waste. Based on the

evaluation of this data, it may be determined, at a later date, to retro-fit the wells with low-flow pumping equipment, and/or to use all of the data collected to propose monitoring plan modifications to NMED.

- All groundwater sampling result reports provided by the laboratory shall be enumerated. Non-detected (N/D) results at NMED Standard regulatory limits will not be acceptable. Non-detected results shall be reported at the PQL or Method Reporting Level (MRL) level as shown below in the example.

Acceptable		Not Acceptable	
Arsenic	<0.01 mg/l	N/D	0.01 mg/l
		N/D	0.05 mg/l
		<0.05 mg/l	(At standard not PQL)

To the extent technically possible, the laboratory shall use methods that will provide the lowest possible detection limits. Contractor will perform statistical analyses of the results pursuant to the Regulations and its requirements and the requirements set out in the CPCP or applicable modifications or amendments to the CPCP.

- Make arrangements with the laboratory to have verbal notification provided to the Contractor for any sample that exceeds a standard for any parameter. Confer immediately with the laboratory to determine if enough of the sample remains to complete a retest to confirm results. If there is not enough of the original sample available, discuss with the County's Solid Waste Manager to determine if another field sample will be taken.
- Trip/field blanks from the laboratory will be provided. Trip/field blanks will be collected during annual sampling for Volatile Organic Compounds (VOC) sampling for the parameters in question. One blind duplicate sample for all parameters shall be taken from one well selected at random once per year for additional Quality Assurance/Quality Control (QA/QC) verification. The laboratory will not be informed as to which well was selected for the duplicate sampling check.
- Sampling results shall promptly be reported to the County.
- Prepare three bound copies of the annual data report in accordance with all documents referenced in paragraph A of this Scope of Work and provide these to the County. (The same requirements will apply if sampling were to revert to semiannual if groundwater water samples were being exceeded as set forth above or in Exhibit "A". The reports must be submitted to the County in a timely manner to review prior to the County submitting the reports to NMED before the end of the calendar year. This report must include at a minimum the following items:
  - a. Tables for each well in accordance with the sample format provided in Exhibit "A" of this Agreement. These tables must show the sample monitoring point #, collection time, designation of up-gradient or down-gradient wells, enumerated analytical results (including all detections even if below method detection limits, PQL, AML, CAL and Groundwater Protection Standard (GWPS) levels as applicable, and notation of methods used;
  - b. Complete data quality assessment. Review laboratory data for sampling anomalies

or exceedances of holding times, or use of incorrect analytical methods and note any found in the report;

- c. Tables or graphical representations comparing baseline, and up-gradient water quality with tested water quality results. These comparisons may include Piper diagrams, Stiff diagrams, tables or other analyses. If such diagrams will not be included in the report provide a justification for the exclusion of such information;
  - d. A water table contour map;
  - e. The groundwater gradient and rate of travel as specified in the documents referenced in Paragraph A above;
  - f. Copy of all laboratory reports including chain of custody and field data sheets;
  - g. A narrative assessment and discussion of results and data quality. This shall include a written discussion of results to include, a summary of the contraventions of State or applicable water quality standards, any increases in concentrations above existing water quality or baseline levels, and exceedances of groundwater protection standards, and any proposed modifications to the sampling and analysis schedule. A conclusions discussion must also be included.
- The annual report shall also compare the results of each sampling event to baseline levels for each well. Contractor shall provide three hard copies of the annual report to the County for submission to NMED. The annual report will be due before the end of the calendar year or as otherwise required by NMED and the County. All reports will be prepared in MS Word and Excel. A copy of the report shall also be delivered to the County electronically using e-mail.
  - Prepare a letter report summarizing the inorganic data obtained pursuant to the CPCP and the Regulations. Include a data comparison table including all well information and a section that specifically addresses any information for any wells that were tested for total and dissolved metals.
  - Provide technical assistance and consulting services, as needed on requirements of the CPCP.

C. Contractor shall perform the following services for Methane Monitoring:

- Obtain methane LEL readings concurrent with groundwater sampling events to measure methane concentrations in accordance with the documents referenced in Paragraph A of this Scope of Work and as otherwise set forth below.
- Determine if the existing fence is correctly placed and obtain latitude and longitude coordinates for the fence to define the site boundary. Update the existing site map, if necessary.
- Complete a site assessment of the 14 on-site methane extraction vents to determine what modifications (if any) are needed to make it easier to inspect and check these vents. At a minimum, make recommendations as to how to modify each extraction vent to remove the gooseneck to complete a visual inspection and/or to pump out any accumulated liquid.
- Semi-annually check all 14 on-site methane vents to ensure that the vents are off gassing methane properly. Take LEL readings, remove goosenecks and verify that there are no

- blockages by debris or condensation liquid and as required in the Regulations.
- If liquid is found in methane well/vents prepare a liquid management plan, provide SOPs regarding liquid removal, testing and disposal. Coordinate with County and NMED staff as necessary and appropriate.
  - Inform the County Solid Waste Manager and NMED immediately by telephone and e-mail of any of-site boundary gas levels that exceed the limits in accordance with the Regulations.
  - Provide a semi-annual letter as well as an annual report summarizing the sampling data and site inspection information to the County.
  - Provide methane management technical assistance and/or consulting services to Santa Fe County Solid Waste as needed. Meet with NMED as necessary.
  - Collect methane semi-annual samples to measure methane concentrations in accordance with the documents referenced in Paragraph A above. Obtain and record % LEL readings from 8 site gas monitoring dry-point wells; two west-side landfill boundary points using a hollow, stainless steel sampling probe inserted in the soil to a minimum depth of 24" and the interiors of two off-site buildings (as open) located at the adjacent Municipal Recreation Complex. Vapor concentrations cannot exceed 25% of the LEL of methane within structures and 100% LEL at the site property boundaries.
  - Prepare and provide an annual report to the County that includes a discussion of each of the semi-annual sampling methods and results. Include a table summarizing the data, (including historical data), and plot the results on the map of sampling locations. Also include a conclusion narrative and any other information as deemed necessary by NMED and the County.
  - Prepare three copies of a bound annual report that includes all data and analysis from the current and previous year's methane sampling events. This report will be submitted to NMED after review by the County staff all reports will be prepared in MS Word and Excel. A copy of the report shall also be delivered to the County electronically using e-mail. The annual report with all the sampling results will be provided to the County by the end of the calendar year for each year of any contract that is awarded or as otherwise required by The Regulations and the CPCP.
  - Provide technical assistance and consulting services to Santa Fe County relative to methane management to solid waste as needed. Meet with the County and NMED as necessary. Prepare a methane mitigation investigation and mitigation plan if required.
- D. The Contractor may also be requested to provide technical assistance, trouble-shooting advice, laboratory sampling costs, prepare well-pump and other equipment bid specifications, engineering reports, and/or other professional consulting services as needed and required under the CPCP and this Agreement. Meet with the County and NMED to discuss all monitoring under the CPCP and other CPCP requirements issues as may be necessary.
- E. The Contractor shall provide a post-closure cost determination and analysis to the County:

- For the scope of work (i.e. methane reporting and groundwater monitoring) indicate the projected cost over time (10-20 years) for the necessary continued monitoring, plus any remediation site work that may need to be anticipated based upon such findings.

## **2. ADDITIONAL SERVICES**

A. The parties agree that all tasks set forth in Paragraph 1 (Scope of Work) shall be completed in full, to the satisfaction of the County, for the amount set forth in Paragraph 3 (Compensation and Invoicing) and for no other cost, amount, fee, or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated by written amendment to this Agreement.

## **3. COMPENSATION AND INVOICING**

In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

A. The County shall pay Contractor in accordance with Exhibit "B," the cost schedule attached hereto for monitoring services performed.

B. The compensation to be paid under this Agreement including fees and costs shall not exceed \$15,930.00, exclusive of New Mexico gross receipts tax, for services performed in 2016. The compensation to be paid under this Agreement including fees and costs shall not exceed \$13,375.00, exclusive of New Mexico gross receipts tax, for services performed in 2017. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor. The total compensation to be paid to the Contractor under this Agreement shall not exceed \$29,305.00, exclusive of New Mexico gross receipts tax.

C. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

D. Contractor shall submit a written request for payment to the County at the end of each month when work under this Agreement was performed for each item listed on Exhibit A. Upon the County's receipt of the written request for payment, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that County may not make

any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within 30 days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within 30 days of the written certification accepting the items or services, the County shall pay late payment charges of one and one half percent (1.5%) per month, until the amount due is paid in full.

E. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

F. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

#### **4. EFFECTIVE DATE AND TERM**

This Agreement shall, upon due execution by all parties, become effective as of the date of last signature by the parties. The initial term of this Agreement will be two years from the effective date, unless earlier terminated pursuant to Section 5 (Termination) or Section 6 (Appropriations and Authorizations). The County may extend the term for two additional years but under no circumstances will the term exceed four years in total. The County will exercise this option by submitting a written notice to the Contractor at least 60 days prior to the expiration of the term.

#### **5. TERMINATION**

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective 30 days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within 30 days, the breaching party shall have a reasonable time to cure the breach, provided that, within 30 days of its receipt of the written notice of termination, the breaching party (i) began to cure the breach and (ii) advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. Notwithstanding any other provision of this Agreement, the County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than 15 days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.



## **6. APPROPRIATIONS AND AUTHORIZATIONS**

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

## **7. INDEPENDENT CONTRACTOR**

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

## **8. ASSIGNMENT**

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

## **9. SUBCONTRACTING**

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

## **10. PERSONNEL**

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision and by qualified and experienced environmental field scientists.

B. The Contractor represents that it has, or will secure at its own expense, all personnel

required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

#### **11. RELEASE**

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

#### **12. CONFIDENTIALITY**

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

#### **13. PUBLICATION, REPRODUCTION AND USE OF MATERIAL; COPYRIGHT**

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

#### **14. CONFLICT OF INTEREST**

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

#### **15. NO ORAL MODIFICATIONS, WRITTEN AMENDMENT REQUIRED**

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Paragraph 1 (Scope of Work) of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

#### **16. NOTICE OF PENALTIES**

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

#### **17. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

#### **18. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW**

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. Contractor will comply with the requirements of Santa Fe County Ordinance 2014-1 (Establishing a Living Wage).

C. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

#### **19. RECORDS AND INSPECTIONS**

To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles ("GAAP").

#### **20. INDEMNIFICATION**

A. The Contractor shall defend, indemnify, and hold harmless the County and its

Elected Officials, agents, and employees from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including but not limited to court costs and attorneys' fees) resulting from or directly or indirectly arising out of the Contractor's performance or non-performance of its obligations under this Agreement, including but not limited to the Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel shall be retained to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

## **21. NOTICES**

All notices required to be given to the County under this Agreement shall be mailed (postage prepaid) to:

The County: Santa Fe County  
Attn: Santa Fe County Attorney  
102 Grant Avenue  
P.O. Box 276  
Santa Fe, NM 87501-0276

To the Contractor: Golder Associates, Inc.  
Attn: \_\_\_\_\_  
5200 Pasadena Ave. NE, Suite C  
Albuquerque, NM 87113

## **22. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES**

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Secretary of State on Contractor's behalf.

C. Contractor is legally registered and properly licensed by the State of New Mexico to

provide the services anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the term of this Agreement.

### **23. FACSIMILE OR ELECTRONIC SIGNATURES**

The parties hereto agree that a facsimile or electronic signature by e-mail has the same force and effect as an original for all purposes.

### **24. NO THIRD PARTY BENEFICIARIES**

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

### **25. INSURANCE**

General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for anyone occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

### **26. PERMITS, FEES, AND LICENSES**

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

### **27. TORT CLAIMS ACT**

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

## **28. LIMITATION OF LIABILITY**

The County's liability to the Contractor for any breach of this Agreement by the County shall be limited to direct damages and shall not exceed the maximum amount of potential compensation specified in Section 3 ( Compensation and Invoicing) of this Agreement. In no event shall the County be liable to the Contractor for special or consequential damages, even if the County was advised of the possibility of such damages prior to entering into this Agreement.

## **29. CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

The Contractor agrees to submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

## **30. ENTIRE AGREEMENT; INTEGRATION**

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereto and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

## **31. SEVERABILITY**

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

## **32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

The Contractor hereby irrevocably appoints, Prentice Hall Corporation System, a New Mexico resident company located at, 125 Lincoln Avenue, Santa Fe, NM 87501, as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

## **33. SURVIVAL**

The following provisions of this Agreement shall survive termination of this Agreement: ASSIGNMENT; SUBCONTRACTING; INDEMNIFICATION; RECORDS AND



INSPECTIONS; RELEASE; CONFIDENTIALITY PUBLICATION, COPYRIGHT;  
COMPLIANCE WITH APPLICABLE LAW, CHOICE OF LAW; NO THIRD PARTY  
BENEFICIARIES and SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the last  
date of signature below.

SANTA FE COUNTY

  
Katherine Miller  
Santa Fe County Manager

12.23.15  
Date

Approved as to form

  
Gregory S. Shaffer  
Santa Fe County Attorney


12-10-15  
Date

Finance Department

  
Carole H. Jaramillo  
Santa Fe County Finance Director

12/22/15  
Date

CONTRACTOR

  
(Signature)

12/21/2015  
Date

Clay Kilmer  
(Print Name)

SR. Hydrogeologist  
(Print Title)





SUSANA MARTINEZ  
Governor  
JOHN SANCHEZ  
Lieutenant Governor

NEW MEXICO  
ENVIRONMENT DEPARTMENT  
*Environmental Protection Division  
Solid Waste Bureau*

1190 St. Francis Drive, Room S2050  
P.O. Box 5469  
Santa Fe, New Mexico 87502-5469  
Telephone (505) 827-0197  
Fax (505) 827-2902  
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F. DAVID MARTEN, P.E.  
Secretary

January 13, 2011

Mr. Olivar Barela  
Solid Waste Manager - Santa Fe County  
PO Box 276  
Santa Fe, NM 87504-0276

RE: Revised Closure Post-Closure Plan (CPC) monitoring (ground water & methane)  
requirements determination for the closed Agua Fria Landfill

Dear Mr. Barela:

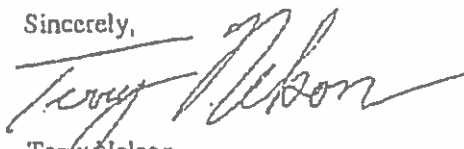
After review of the CPC Plan for the Agua Fria Landfill for ground water sampling and after further review of the total tonnages for methane monitoring determination the Bureau has determined the following environmental monitoring should be followed by the Agua Fria Landfill during post-closure:

1. The CPC Plan was approved for annual ground water monitoring plus a reduced parameter list (attached). This is still approved unless an annual ground water sampling event shows an exceedance of the assessment monitoring levels (AML) caused by the landfill. In the case of an AML exceedance, the landfill would then need to comply with 20.9.9.13. NMAC (Assessment Monitoring).
2. In a letter dated 7/13/10 from Darren Padilla of the SWB approved the methane monitoring alternative frequency to be reduced to semi-annual from quarterly. After a re-review of the total cubic yards (887,850) and life span (36 years) for the Agua Fria Landfill and using a conservative compaction rate of 800 pounds per cubic yard and using a conservative estimate of 15 % construction and demolition debris waste (which is not required to be considered in total tonnages in determining methane gas generation because it is mostly inert material) the estimated daily tonnage for the life of the landfill came out to ~23 tons per day. The Bureau has determined that this meets the intent of the 20 ton per day requirement set by EPA in 40 CFR 258.23(e) allowing for an alternative monitoring frequency for methane monitoring - in this case the alternative frequency is reduced to semi-annual by the Bureau. This does not preclude the Bureau in the future from increasing the frequency back to quarterly if methane exceedances are encountered at the property line.

Please use the above determinations in future ground water and methane monitoring events at the Agua Fria Landfill during the post-closure care period.

If you have any questions, please contact me at 505-827-2328.

Sincerely,



Terry Nelson  
Permit Section Manager

Attachment: Reduced parameter list

emcc: Chuck Akeley, Enforcement Manager, SWB  
James Dyer, Hydrologist, SWB  
Ernie Gutierrez, EA 2, SWB  
Clay Kilmer, Golder & Assoc.

# Alternative Ground Water Parameter List- Agua Fria Landfill 12-16-10

Common Name	Alternate Name(s)	Toxic Pollutant Listed In 30.6.2.7	GWPS	AML (Prescriptive)	Units
Acetone	2-Propanone				
Acrylonitrile	1-Propenenitrile				
Benzene		X			mg/L
Bromochloromethane	Chlorobromomethane	X	0.005	0.0025	mg/L
Bromodichloromethane	Dibromochloromethane				mg/L
Bromoform	Tri bromomethane	X			mg/L
Carbon disulfide		X			mg/L
Carbon tetrachloride	Tetrachloromethane				mg/L
Chlorobenzene	Monochlorobenzene	X	0.005	0.0025	mg/L
Chloroethane	Ethyl chloride	X	0.1	0.05	mg/L
Chloroform	Trichloromethane				mg/L
Dibromochloromethane	Chlorodibromomethane	X	0.1	0.05	mg/L
o-Dichlorobenzene	1,2-Dichlorobenzene				mg/L
p-Dichlorobenzene	1,4-Dichlorobenzene	X	0.6	0.3	mg/L
trans-1,4-Dichloro-2-butene	1,4-Dichloro-(E)-2-butene	X	0.075	0.0375	mg/L
1,1-Dichloroethane	Ethylidene chloride				mg/L
1,2-Dichloroethane	Ethylene dichloride; EDC	X	0.025	0.0125	mg/L
1,1-Dichloroethylene	1,1-Dichloroethene; Vinylidene chloride; 1,1-	X	0.005	0.0025	mg/L
cis-1,2-Dichloroethylene	cis-1,2-Dichloroethene; 1,2-Dichloro-(Z)-	X	0.005	0.0025	mg/L
trans-1,2-Dichloroethylene	trans-1,2-Dichloroethene; 1,2-Dichloro-(E)-	X	0.07	0.035	mg/L
1,2-Dichloropropane	Propylene dichloride		0.1	0.05	mg/L
cis-1,3-Dichloropropene	1,3-Dichloro-(Z)-propene		0.005	0.0025	mg/L
trans-1,3-Dichloropropene	1,3-Dichloro-(E)-propene	X			mg/L
Ethylbenzene		X			mg/L
2-Hexanone	Methyl butyl ketone	X	0.7	0.35	mg/L
Methyl bromide	Bromomethane				mg/L
Methyl chloride	Chloromethane	X			mg/L
Methylene bromide	Dibromomethane				mg/L
Methylene chloride	Dichloromethane				mg/L
Methyl ethyl ketone	MEK; 2-Butanone	X	0.005	0.0025	mg/L
Methyl iodide	Iodomethane				mg/L
4-Methyl-2-pentanone	Methyl isobutyl ketone				mg/L
Styrene	Ethenylbenzene				mg/L
1,1,1,2-Tetrachloroethane			0.1	0.05	mg/L
1,1,2,2-Tetrachloroethane					mg/L
Tetrachloroethylene	Tetrachloroethene; Perchloroethylene;	X	0.01	0.005	mg/L
Toluene	Methylbenzene	X	0.005	0.0025	mg/L
1,1,1-Trichloroethane	Methylchloroform	X	0.75	0.375	mg/L
1,1,2-Trichloroethane		X	0.06	0.03	mg/L
Trichloroethylene	Trichloroethene; 1,1,2-Trichloroethylene;	X	0.005	0.0025	mg/L
Trichlorofluoromethane	CFC-11	X	0.605	0.0025	mg/L
1,2,3-Trichloropropane					mg/L
Vinyl acetate	Acetic acid ethenyl ester				mg/L
Vinyl Chloride	Chloroethene	X			mg/L
Xylene (total) (see note 1)	Dimethylbenzene	X	0.601	0.0005	mg/L
			0.62	0.31	mg/L
Arsenite			0.006	0.001	mg/L
Arsenic			0.01	0.005	mg/L
Barium			1	0.5	mg/L
Beryllium			0.001	0.002	mg/L
Cadmium			0.005	0.0025	mg/L
Chromium (total)			0.05	0.025	mg/L

Cobalt			0.05	0.025	mg/L
Copper			1	0.5	mg/L
Lead			0.05	0.025	mg/L
Nickel			0.2	0.1	mg/L
Selenium			0.05	0.025	mg/L
Silver			0.05	0.025	mg/L
Tellurium			0.002	0.001	mg/L
Vanadium					mg/L
Zinc			5	2.5	mg/L

Aluminum			0.2	0.15	mg/L
Barium			0.75	0.5625	mg/L
Chloride			250	197.5	mg/L
Cyanide (as free cyanide)			0.2	0.1	mg/L

Iron			0.3	0.225	mg/L
Manganese			0.05	0.0375	mg/L
Mercury (total)			0.002	0.001	mg/L
Nitrate (as N)			10	5	mg/L
Magnesium					mg/L
Sodium					mg/L
Total Kjeldahl Nitrogen	TKN				mg/L
Total Nitrogen					mg/L
Total Organic Carbon	TOC				mg/L
Bicarbonate Alkalinity					mg/L
Carbonate Alkalinity					mg/L
Specific Conductance					µS/cm
Temperature					degree C
Depth to Ground Water					ft bps
Groundwater Elevation					ft amsl

Sample Water Quality Table Format																			
Monitoring Well	Field Parameters							Inorganic Parameters											
	Location	Temp (deg F)	pH (unit)	Cond (umho/cm)	Hard (mg/L)	Alkal (mg/L)	Ammonia (mg/L)	Chloride (mg/L)	Sulfate (mg/L)	Calcium (mg/L)	Magnesium (mg/L)	Total Nitrogen (mg/L)	Total Phosphorus (mg/L)	Iron (mg/L)	Copper (mg/L)	Zinc (mg/L)	Lead (mg/L)	Cadmium (mg/L)	Mercury (mg/L)
10/1/01																			
10/2/01																			
10/3/01																			
10/4/01																			
10/5/01																			
10/6/01																			
10/7/01																			
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10/29/01																			
10/30/01																			
10/31/01																			

Sample Water Quality Table Format																			
Monitoring Well	Total Metals																		
	Al	As	Co	Cd	Cu	Fe	Mn	Ni	Pb	Sb	Se	Si	Te	Ti	V	Zn	Ag	Ba	Be
10/1/01																			
10/2/01																			
10/3/01																			
10/4/01																			
10/5/01																			
10/6/01																			
10/7/01																			
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10/30/01																			
10/31/01																			

Sample Water Quality Table Format												
	Organic Compounds (List in order by method)											
Down gradient												
	Intermittent											
Upstream W-1												
MW-1												
ATL												
CAL												
GWPS												
Nov. 03												
Sept. 05												
May 05												
March 05												
Dec 04												
May 04												
Dec 03												
April 03												
Nov 02												
May 02												

Sample Water Quality Table Format												
	Radon Gas											
Down gradient												
Upstream W-1	Radon 220	Radon 222	Radon									
MW-1												
ATL												
CAL												
GWPS												
Nov. 03												
Sept. 05												
May 05												
March 05												
Dec 04												
May 04												
Dec 03												
April 03												
Nov 02												
May 02												

# **Agua Fria Landfill Monitoring & Reporting Services**

## **6.0 COSTS**

### **Groundwater and Methane Monitoring Services Cost Proposal Form**

Task	Number of Sampling Points or Items	Estimated Sampling Frequency	Item Description	Unit Price Per Well/ Per Event	Number of Persons and Hourly Rate	Total Cost for Task
1	N/A	N/A	Preparation of site monitoring/sampling procedure plan	N/A	N/A	Not Required
<b>Groundwater Monitoring</b>						
2	5	Annual	Obtaining groundwater samples for all required parameters	\$	1 person \$75	\$1,800.00
3	5	Annual	Obtaining groundwater samples inorganics (Iron and Manganese only)	\$	N/A	Not Required
4	1 (MW-5)	Annual	Obtaining background samples for 20 NMAC 9.1 Table 1 Iron and Manganese as required by NMED-NMAC	\$	N/A	Not Required
5	5	One, each well	Taking field readings, pH, temp., eH (redox), conductivity, NTU readings	\$	N/A	Included in Task 2
6	N/A	As specified above	Monitoring Service Cost by Title (i.e., project manager, sampler)	N/A	Hourly Rate	In task 21
<b>Laboratory Costs</b>						
7	5	Annual	Laboratory Analysis costs for Subsections A and C Parameters	\$1201	N/A	\$6005.00
8	5	Annual	Laboratory Analysis costs for Table 1 inorganic & wet chemistry parameters	\$690	N/A	\$3450.00
9	5	Annual	Laboratory Analysis costs for Table 1 Inorganic metals (excluding iron & manganese)	\$	N/A	Not Required
10	5	Annual	Laboratory analysis costs for Iron & Manganese a) Total iron & manganese results b) Dissolved (filtered) iron & manganese	\$ \$	N/A N/A	Not Required Not Required
11	Unknown	As needed	Repeat sampling to confirm positive samples	\$	N/A	Not Required
12	5	Annual	Laboratory Analysis costs for Table 1 Radionuclides	\$	N/A	Not Required

## Agua Fria Landfill Monitoring & Reporting Services

Task	Number of Sampling Points or Items	Estimated Sampling Frequency	Item Description	Unit Price Per Well/ Per Event	Number of Persons and Hourly Rate	Total Cost for Task
13	N/A	All Sampling Events	Provide additional costs (if added) to laboratory bill. Percentage of total invoice costs? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Flat fee? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A	N/A	Additional costs rolled up in costs at end of this table
<b>Methane Monitoring</b>						
14	9 wells, 2 structures	Semi-annual	Methane sampling (%LEL) at dry point wells and site structures (includes landfill gas detector rental, report)	\$	1 person \$75	\$2500.00
15	2	Semi-annual	Methane sampling (%LEL) shallow (24") probe	\$	N/A	Not Required
16	2	Semi-annual	Interior methane sampling (%LEL) two buildings	\$	N/A	Included in Task 14
17	14	Semi-annual	Check of methane extraction wells for %LEL and liquid/blockages	\$	N/A	Not Required
<b>Report Preparation</b>						
18	N/A	Annual	Preparation of Groundwater monitoring report	N/A	N/A	\$2500.00
19	N/A	Semi-annual	Preparation of Iron & Manganese result letters	N/A	N/A	Not Required
20	N/A	Annual	Prepare Annual Facility Report (include groundwater and methane monitoring findings)	\$	1 person	\$250.00
<b>Consulting Services</b>						
21	N/A	As needed	Consulting Services/ Technical assistance by involved titles (i.e., project manager) 1) Project Manager 2) Sr Technical Lead 3) Sr Technical Review 4) Media Sampler	N/A	Hourly Rate \$ 135 \$ 175 \$ 145 \$ 75	N/A
22	N/A	N/A	Any additional billable fees (i.e. mileage, copies etc.) Specify & provide rates 1) Vehicle Mileage	N/A	Price Per Item \$ 0.575/mi	N/A
23	N/A	As needed	Billable rates for meetings in Santa Fe or on-site	N/A	Hourly Rate	In Task 21



# **Agua Fria Landfill Monitoring & Reporting Services**

Task	Number of Sampling Points or Items	Estimated Sampling Frequency	Item Description	Unit Price Per Well/ Per Event	Number of Persons and Hourly Rate	Total Cost for Task
<b>Total Cost of Proposal</b>						
Prices offered as lump sum per task, projected annual costs shown						
2016: 1 groundwater monitor/reporting event, Subsecs A and C analytes 2 methane monitoring and reporting events						\$10,930.00
Subtotal						<u>\$5,000.00</u>
NMGR Tax (7.1875%)						\$15,930.00
2016 Grand Total						\$1,144.97
						\$17,074.97
2017: 1 groundwater monitoring/reporting event, Alternative Analytes 2 methane monitoring and reporting events						\$8,375.00
Subtotal						<u>\$5,000.00</u>
NMGR Tax (7.1875%)						\$13,375.00
2017 Grand Total						\$961.33
						\$14,336.32

\* If there is an exceedance of any of the assessment ground water monitoring or methane monitoring levels that occur during the performance of the work under this agreement, then the ground water sampling will resume to semi-annual events, rather than annual, and the methane could revert to the original quarterly monitoring.

