



Agenda

**Regular Meeting of the Solid
Waste Management Agency
Joint Powers Board
November 21, 2024 at 5:00 PM
Grant Conference Room, 2nd
Floor
100 Catron Street
Santa Fe, NM 87501**

Procedures for Solid Waste Management Agency

Santa Fe Solid Waste Management Agency Joint Powers Board Meeting

Thursday, Nov 21, 2024 at 5 PM
Hybrid In-Person and Virtual Meeting
Santa Fe County Administrative Complex
Grant Conference Room, 2nd Floor
240 Grant Avenue
Santa Fe, NM 87501

***Members of the public and staff can attend the Joint Powers Board meeting
in person or virtually via WebEx by following the information below:***

Join by WebEx Meeting Link using a
computer/laptop/smartphone: <https://santafesolidwastemanagementagency.my.webex.com/santafesolidwastemanagementagency>

Join by Telephone or Mobile Device: (415) 655-0001
Meeting Number (Access Code): 2559 279 7937
Meeting Password: 7738 4527

- I. Call to Order
- II. Roll Call
- III. Approval of Agenda
- IV. Approval of Minutes
 - A. October 17, 2024 - ,
- V. Matters from the Public
- VI. Approval of Consent Calendar
- VII. Consent Calendar

- A. Request for Approval of Amendment No. 3 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting and Engineering and Operation and Maintenance Services for the Caja del Rio Landfill Gas Collection System (RFP No. 22/16/P); and

1. Extend the Term of the Agreement through November 18, 2025.
2. Increase the Compensation by \$124,602 for a Total Amount Not to Exceed \$437,868.86.

- ,

- B. Request for Approval of Amendment No. 4 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. 21/01/P); and

1. Extend the Term of the Agreement through November 19, 2025.
2. Increase the Compensation by \$70,400 for a Total Amount Not to Exceed \$311,000.

- ,

- C. Request for Approval of Amendment No. 4 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services (RFP No. 22/18/P); and

1. Extend the Term of the Agreement through November 18, 2025.
2. Increase the Compensation by \$10,000 for a Total Amount Not to Exceed \$50,000.

- ,

- D. Request for Approval of Amendment No. 1 to the Services Agreement with Rusty's Weigh Scales & Service, Inc. of Lubbock, TX, for On-Call Truck Scale Calibration, Maintenance and Repair Services (ITB No. 24/32/B); and

1. Extend the Term of the Agreement through October 19, 2025. - ,

VIII. Matters from the Executive Director

- A. Request for Approval of Amendment No. 5 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 21/11/P); and
 - 1. Add Task 11 – Conceptual Design of Future Disposal Area and Grading Pan for Dur Hur Area.
 - 2. Increase the Compensation by \$99,258 for a Total Amount Not to Exceed \$261,130.
 - 3. Change the Notice Information for the Contractor. - ,
- B. Request for Approval of a Professional Services Agreement with NewGen Strategies and Solutions, LLC of Austin, TX, for a Cost of Service and Rate Design Study under Houston-Galveston Area Council (H-GAC) Contract No. HP08-21 in the Amount of \$83,900; and
 - 1. Approve Budget Increase to 8100851.510300 (Professional Services) from 810.100700 (Operating Fund Cash) in the Amount of \$83,900. - ,
- C. Update on Free Days for Santa Fe City and County Residents to Take November 7-8 Snowstorm-Damaged Branches to the Buckman Road Recycling and Transfer Station on November 12-23, 2024. - ,
- D. Update on FY-24 Audit. - ,

IX. Matters from Staff

- A. Danita Boettner, Landfill Manager, Santa Fe Solid Waste Management Agency. - ,
- B. Deborah Trujillo, Interim Division Director, City of Santa Fe Environmental Services Division. - ,
- C. Les Francisco, Solid Waste Superintendent, Santa Fe County Public Works. - ,

X. Matters from the Board

XI. Next Meeting: _____

- A. February 20, 2025 at 5 PM - ,

XII. Adjourn

Anyone with questions regarding the meeting or requiring accommodation on WebEx should contact Rosalie Cardenas at (505) 424-1850, extension 150.

**SUMMARY OF ACTION
SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
HYBRID, IN-PERSON AND VIRTUAL MEETING
THURSDAY, OCTOBER 17, 2024, 5:00 PM
SANTA FE COUNTY ADMINISTRATION COMPLEX
240 GRANT AVENUE, SANTA FE, NM
GRANT CONFERENCE ROOM, SECOND FLOOR**

<u>ITEM</u>	<u>ACTION</u>	<u>PAGE</u>
CALL TO ORDER		1
ROLL CALL	QUORUM	1
APPROVAL OF AGENDA	APPROVED	1-2
APPROVAL OF MINUTES	APPROVED	2
MATTERS FROM THE PUBLIC	NONE	2
APPROVAL OF CONSENT CALENDAR	APPROVED	2

CONSENT AGENDA

REQUEST FOR APPROVAL TO AWARD ITB NO. 25019 TO CLEAN TEAM, INC. OF ALBUQUERQUE, NM FOR JANITORIAL SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$42,750, INCLUDING NM GRT	APPROVED ON CONSENT	2
REQUEST FOR APPROVAL OF 2025 MEETING CALENDAR	APPROVED ON CONSENT	2

Approved on consent.

**MATTERS FROM THE
EXECUTIVE DIRECTOR**

REQUEST FOR APPROVAL OF RESOLUTION 2024-2 - SANTA FE SOLID WASTE MANAGEMENT AGENCY DELEGATION OF AUTHORITY FOR DECLARATION OF SURPLUS AND THE DISPOSITION OF SURPLUS.	APPROVED	3-4
REQUEST FOR APPROVAL OF POLICY 2024.1 - DISPOSITION OF TANGIBLE PERSONAL PROPERTY.	APPROVED	4
DISCUSSION WITH POSSIBLE ACTION FOR THE 2025 RESIDENTIAL FREE DAYS.	APPROVED	4-5

**MATTERS FROM STAFF -
AGENCY, CITY, COUNTY**

DANITA BOETTNER, LANDFILL MANAGER SANTA FE SOLID WASTE MANAGEMENT AGENCY	NONE	5
DEBORAH TRUJILLO, INTERIM DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION	NONE	5
LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS	INFORMATION/DISCUSSION	5
MATTERS FROM THE BOARD	INFORMATION/DISCUSSION	5-6

NEXT MEETING	THURSDAY, NOVEMBER 21, 2024 4:00 PM	6
ADJOURNMENT	ADJOURNED	6

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
JOINT POWERS BOARD
HYBRID, IN-PERSON AND VIRTUAL MEETING
THURSDAY, OCTOBER 17, 2024, 5:00 PM
SANTA FE COUNTY ADMINISTRATION COMPLEX
240 GRANT AVENUE, SANTA FE, NM
GRANT CONFERENCE ROOM, SECOND FLOOR**

I. CALL TO ORDER

The meeting of the Santa Fe Solid Waste Management Agency Joint Powers Board was called to order by Chair Bustamante at 5:03 pm on Thursday, October 17, 2024, and was held in-person and virtually.

II. ROLL CALL

MEMBERS PRESENT

Commissioner Camilla Bustamante, Chair
Commissioner Justin Greene
Commissioner Anna Hansen
Councilor Michael Garcia, via WebEx
Councilor Lee Garcia

MEMBERS ABSENT

Councilor Amanda Chavez, Excused

OTHERS PRESENT

Randall Kippenbrock, Executive Director, SWMA
Jonas Nahoum, Attorney
Rosalie Cardenas, SWMA
Ernestina Baca, SWMA
Les Francisco, Santa Fe County Solid Waste Superintendent, via Zoom
Deborah Trujillo, Interim Director, City of Santa Fe Environmental Services Dept.
Elizabeth Martin, Via WebEx

III. APPROVAL OF AGENDA

MOTION A motion was made by Commissioner Greene, seconded by Councilor Lee Garcia, to approve the agenda as presented.

VOTE The motion passed on a roll call vote as follows:

· Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

IV. APPROVAL OF MINUTES

A. REGULAR MEETING - August 15, 2024

MOTION A motion was made by Commissioner Greene, seconded by Councilor Lee Garcia, to approve the minutes as presented.

VOTE The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, abstained; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

V. MATTERS FROM THE PUBLIC

None.

VI. APPROVAL OF CONSENT AGENDA

MOTION A motion was made by Councilor Lee Garcia, seconded by Commissioner Hansen, to approve the consent agenda as presented.

VOTE The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

VII. CONSENT AGENDA

A. REQUEST FOR APPROVAL TO AWARD ITB NO. 25019 TO CLEAN TEAM, INC. OF ALBUQUERQUE, NM FOR JANITORIAL SERVICES FOR A TOTAL NOT-TO-EXCEED AMOUNT OF \$42,750, INCLUDING NM GRT; AND

1. APPROVAL OF THE SERVICES AGREEMENT WITH CLEAN TEAM, INC.

Approved on consent.

B. REQUEST FOR APPROVAL OF 2025 MEETING CALENDAR

Approved on consent.

VIII. MATTERS FROM THE EXECUTIVE DIRECTOR

A. REQUEST FOR APPROVAL OF RESOLUTION 2024-2 - SANTA FE SOLID WASTE MANAGEMENT AGENCY DELEGATION OF AUTHORITY FOR DECLARATION OF SURPLUS AND THE DISPOSITION OF SURPLUS.

Mr. Kippenbrock reviewed the Resolution.

Commissioner Hansen asked if they have any equipment that could be distributed to other agencies in need.

Mr. Kippenbrock said we have an old wood grinder. The Town of Raton expressed interest in it.

Chair Bustamante asked if they give notice to other agencies when there is equipment available.

Mr. Kippenbrock said no, there is no requirement for that. We are planning to use an on-line public surplus process. Public Group is the system we use at this point.

Councilor Lee Garcia said he is the Chair of the NCRTD. Do we reach out to them and do they reach out to us.

Mr. Kippenbrock said we reach out to them before we come to the Board.

Councilor Lee Garcia asked if they have criteria we follow for bulldozers and larger equipment.

Mr. Kippenbrock said the bulldozer is fully depreciated. It is seven years old. We are not using it at this time because of the cost of the repairs it needs.

Commissioner Hansen said Randall has been excellent in this regard as Director of SWMA. He works frequently with municipalities.

Mr. Kippenbrock said we have to submit this Resolution to DFA.

Chair Bustamante asked if the item does not sell, what would you do.

Mr. Kippenbrock said we would reconsider.

MOTION A motion was made by Commissioner Hansen, seconded by Commissioner Greene, to approve Resolution 2024-2.

VOTE The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

B. REQUEST FOR APPROVAL OF POLICY 2024.1 - DISPOSITION OF TANGIBLE PERSONAL PROPERTY.

Mr. Kippenbrock presented Policy 2024.1.

MOTION A motion was made by Commissioner Hansen, seconded by Councilor Lee Garcia, to approve Policy 2024.1.

VOTE The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

C. DISCUSSION WITH POSSIBLE ACTION FOR THE 2025 RESIDENTIAL FREE DAYS.

Commissioner Hansen said the Governor had a press conference today on litter and her new program called "Breaking Bad Habits." It is the new Toss No Mas. We should inform the Governor of the fact that we do all these free days.

Chair Benavidez asked if there are any funding opportunities with the new program.

Councilor Michael Garcia said yes, the funding will come through the next Legislative Session.

Commissioner Greene said this is an opportunity for us to quantify costs and the potential for us to get funding to add a few days. Green waste is of significant value to our constituents. Maybe we could add another day in the fall when the leaves are coming down. We need to start working with the Governor's Council to understand best practices.

Mr. Kippenbrock reviewed his proposal for free days in 2025. The proposal was included in the meeting packet.

MOTION A motion was made by Commissioner Greene, seconded by

Commissioner Hansen, to accept the 2025 calendar with changes as directed by the Director.

VOTE The motion passed on a roll call vote as follows:

Commissioner Greene, yes; Commissioner Hansen, yes; Councilor Lee Garcia, yes; Councilor Michael Garcia, yes; Chair Bustamante, yes.

IX. MATTERS FROM STAFF - AGENCY, CITY, COUNTY

A. DANITA BOETTNER, LANDFILL MANAGER SANTA FE SOLID WASTE MANAGEMENT AGENCY

Ms. Boettner was not in attendance at the meeting.

B. DEBORAH TRUJILLO, INTERIM DIVISION DIRECTOR, CITY OF SANTA FE ENVIRONMENTAL SERVICES DIVISION

Ms. Trujillo said she has no items to report.

C. LES FRANCISCO, SOLID WASTE SUPERINTENDENT, SANTA FE COUNTY PUBLIC WORKS

Mr. Francisco said our green waste event in September was successful. We participated in Toss No Mas with free dumping. We have two or three free days coming up.

Commissioner Hansen thanked Mr. Francisco for all the hard work he does.

X. MATTERS FROM THE BOARD

Councilor Lee Garcia said he wanted to thank Interim Director Trujillo for looking at mechanisms we can use to help our community members to do clean ups. That is very important.

Commissioner Greene said we should use our collective ideas, through a working group or at our meetings, bring ideas to the Governor. We can also advocate for these ideas at the Legislature.

Commissioner Hansen said Reunity Resources needs a larger piece of land for their composting. If anyone knows of a site, let us know.

Councilor Michael Garcia said he echoes Commissioner Green's sentiments. He wants to make sure to take advantage of anything we can apply for.

Chair Bustamante said let's add that as an agenda item for our next meeting.

Commissioner Hansen said this is her last SWMA meeting. It has been her honor to be part of this Board and to work with a great leader like Mr. Kippenbrock and a committed staff.

All of the Board members thanked Commissioner Hansen for her service.

XI. NEXT MEETING: 4:00 PM ON THURSDAY, NOVEMBER 21, 2024

XII. ADJOURNMENT

There being no further business before the Board, the meeting adjourned at 5:52 pm.

Attested to By:

Katharine E. Clark, Santa Fe County Clerk

Commissioner Camilla Bustamante, Chair

Elizabeth Martin

Elizabeth Martin, Stenographer

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 3 to the Professional Services Agreement with SCS Engineers of Bedford, TX, for Air Quality Permitting and Compliance Reporting and Engineering and Operation and Maintenance Services for the Caja del Rio Landfill Gas Collection System (RFP No. 22/16/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 3 (Amendment) to the Professional Services Agreement (Agreement) with SCS Engineers for the continuation of Tasks 1, 2, and 3 – Engineering, Operation and Maintenance Services of the Caja del Rio Landfill gas collection system, Task 6 – Gas System Expansion Design, Task 7 – Bid Support Services for the Gas System Expansion and add Task 8 – Gas System CQA.

The Amendment will extend the term of the Agreement through November 18, 2025, for the fourth year of the Agreement. Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment will increase compensation by \$124,602 for a total amount not to exceed \$473,868.86. Funding is available from 8100851.510250 (Compliance Contracts).

BACKGROUND

Amendment No. 3 allows SCS Engineers to continue providing compliance services, including the landfill's annual emissions inventory, federal greenhouse gas emissions reporting, Title V Permit reporting, and New Source Performance Standards filings. SCS Engineers will also continue providing operation, maintenance, and monitoring services (both routine and non-routine) for the landfill gas collection system. Non-routine work is the repair or replacement of equipment that can be scheduled, such as repairing broken wellheads and rebuilding equipment components. Non-routine emergency services require an immediate response and the restart of the gas collection system.

SCS Engineers will prepare plans and specifications to expand the landfill gas collection system into Cell 6B as required by the NSPA/NESHAPS rules (Task 6). SCS Engineers will also prepare a detailed estimate of the probable construction cost.

SCS Engineers will provide bid support services (Task 7) and construction quality assurance (CQA) services (Task 8) for the landfill gas system expansion in Cell 6B.

On September 16, 2021, the Agency issued Request for Proposal (RFP) No. 22/16/P for engineering, operation and maintenance services for the Caja del Rio Landfill (Landfill) gas collection system. On November 18, 2021, the Board approved awarding the Agreement to SCS Engineers for \$160,670.

On November 17, 2022, the Board approved Amendment No. 1 to the Agreement with SCS Engineers. The Amendment extended the term to November 18, 2023, and increased the compensation by \$179,148, for a total amount not to exceed \$339,818.

On November 16, 2023, the Board approved Amendment No. 2 to extend the term to November 18, 2024, and increase the compensation by \$9,448.86 for a total amount not to exceed \$349,266.86.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 3 to the Agreement with SCS Engineers for engineering services and operation and maintenance (O&M) of the landfill gas collection system, for air compliance services, and for engineering design and CQA services for the landfill gas collection system expansion into Cell 6B.

The Agency also requests approval to extend the term of the Agreement through November 18, 2025, and to increase compensation by \$124,602 for a total amount not to exceed \$473,868.86.

Attachments:

- 1) Amendment No. 3 – Professional Services Agreement
- 2) Amendment No. 2 – Professional Services Agreement
- 3) Amendment No. 1 – Professional Services Agreement
- 4) Professional Services Agreement with SCS Engineers

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ATTACHMENT 1

Amendment No. 3 – Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services and Engineering and
Operation and Maintenance Services for the Landfill Gas Collection System – 2021)

This AMENDMENT No. 3 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and SCS Engineers (“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 engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. 22/16/P).

Pursuant to Article 22, 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 continuation of Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services for calendar year 2025, Task 6 – Gas System Expansion Design, Task 7 – Bid Support Services for the Gas System Expansion and add Task 8 – Gas System CQA as described in the Scope of Services 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 One Hundred Twenty-Four Thousand Six Hundred Two Dollars and

No Cents (\$124,602.00) 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 Four Hundred Seventy-Three Thousand Eight Hundred Sixty-Eight Dollars and Eighty-Six Cents (\$473,868.86), including applicable gross receipts taxes pursuant to the rates and fee schedule as contained in Exhibits B and C attached hereto.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$160,670.00
AMENDMENT NO. 1	\$179,148.00
AMENDMENT NO. 2	\$9,448.86
AMENDMENT NO. 3	\$124,602.00
CONTRACT TO DATE	\$473,868.86

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. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized

3. TERM AND EFFECTIVE DATE

Article 4, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 4 reads in its entirety as follows:

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

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

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chair, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Ryan Kuntz, P.E.
Vice President/Satellite Office Manager
SCS Engineers

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services

EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES, ENGINEERING, AND OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL

Project Description

This scope of services is to provide SFSWMA the following: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP #’22/16/P). This grouping of services consists of compliance-related services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; New Source Performance Standards (NSPS) reporting; and National Emission Standards for Hazardous Air Pollutants (NESHAPS) reporting. It also includes operation and maintenance services (both routine and non-routine) for the gas collection and control system (GCCS). This scope also includes the services to assist with the next gas system expansion.

SCS proposes to organize our work for 2025 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – GCCS O&M Routine and Non-Routine Services;
- Task 6 – Gas System Expansion Design;
- Task 7 – Bid Support Services (Gas System Expansion); and
- Task 8 – Gas System CQA.

Tasks 1 and 3 are updated with new budgets annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. Task 3 is included for GCCS O&M Routine and Non-Routine Services. Task 6 is related to the gas system expansion design. Per recent discussions with SFSWMA, Tasks 7 and 8 are included for the Bid Support Services for the gas system expansion, although may not be utilized in this scope for 2025 services.

The following item is a future task anticipated to be needed through the contract period, but not likely to be needed until 2026. As such, these will be fully priced and authorized in future amendments to this agreement:

- Task 9 – Title V Permit Renewal.

SCOPE OF WORK

Task 1 – Air-Related Reporting

NSPS, NESHAPs, and Title V Reporting

Task 1 includes services between December 2024 and November 2025 related to required New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Title V reporting. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAA. These NSPS and NESHAPS reports, although requiring much of the same information, will be submitted in separate reports but concurrently. Reports will be submitted to NMED in April 2024 and in October 2024 for a total of five reports.

Under 40 CFR 60, Subpart XXX, liquids reporting is required annually under 40 CFR 60. §767(k) for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. We understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting to NMED. As such, this task covers preparation and submittal of this report by no later than September 27, 2025.

The Title V reports document the facility's compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of any compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this Task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2025 and in October 2025.

NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this work, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and NESHAPS report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will upload these reports to NMED's Secure Extranet Portal (SEP) and EPA (via CEDRI) for SFSWMA to certify and submit.

Deliverables: Inclusive of seven (6) reports described above (2 NSPS/NESHAPS, 1 Liquids, 2 Title V Semi-Annual, and 1 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA's records in addition to the appropriate copies for the Air Quality Bureau (aqb). In addition, all deliverables will be provided electronically in PDF format.

Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2025 emissions inventory for the Caja del Rio Landfill and the Buckman Road Recycling and Transfer Station (BuRRT). Like last year, these inventories, which will be filed online, are scheduled to be submitted by April 1, 2025. In preparation for this task, SCS will prepare a list of needed information for each facility. These lists will include everything SCS needs to calculate 2024 emissions, such as 2024 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per prior guidance from the AQB, GHG calculations will not be required for the landfill since Federal reporting is prepared. However, SCS can compile and submit GHG emissions to AQB for the landfill, if needed. If separate GHG calculations are required for BuRRT, Task 2 will be utilized.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittals to AQB as the certifier. PDFs of the emissions spreadsheets will be provided to SFSWMA and AQB, consistent with what has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that emissions fees themselves are not included in this proposal.

Deliverables: *PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare sealed memorandum hard copies for SFSWMA files.*

Federal Greenhouse Gas (GHG) Emissions Reporting Services

This portion of Task 1 will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2024 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2025. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, as of 2024, AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2024 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this data throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. SCS will enter the landfill's data into an XML programming tool for uploading into EPA's e-GGRT system. Upon completion of the XML tool, SCS will work with the SFSWMA's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed.

Deliverables: *The reporting is electronic; however, as noted in this scope, SCS will prepare a memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.*

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work or engineering design generally associated the gas system or emissions control, including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

***Deliverables:** Although the items to be covered under this task are associated with on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.*

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored monthly per NSPS/NESHAPS requirements. During the past year, SCS has performed regular monthly monitoring of the 29 extraction wells currently in operation. Although this task will mention 29 monitoring points, during 2025, additional monitoring will be added once the jumper line is completed to the Cell 6A/6B cleanout riser. When additional vertical wells are installed as part of Task 8, these wells will also be monitored, although non-routine budget may be used for this additional monitoring, if needed). The need for twice-a-month reading of these wells has not been necessary to date in 2023, as wells have been maintained within required operating parameters. However, we suggest that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2025 scope of work for availability if needed. Initial and second monthly readings (15-day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS/NESHAPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature and pressure variations over the month; or other circumstances that warrant twice-a-month readings.

During the monthly visits, typical routine services for the wellfield will involve:

- Monitoring and adjusting the 29 extraction wells so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database. Since SCS eTools is an SCS' proprietary application, the use of SCS eTools will be provided subject to SCS Standard Technology Services Agreement terms, as attached in Exhibit D.

If extraction wells do not adhere to NSPS/NESHAPS parameters (less than 145 °F and less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS/NESHAPS requirements stipulating that some corrective action is made on non-compliant wells within 5 days of an exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedances(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. SCS will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping;
- Unusual noise/vibrations/functions; and
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services for the flare, blower, and associated equipment as recommended by the manufacturer of the flare - John Zink Maintenance for the blower/flare station will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;
- Periodic switching of the blowers (monthly basis);
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous Yokogawa recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);

- Other maintenance items as required by the John Zink O&M Manual for blower/flare station (time interval varies by equipment and manufacturer);
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis);
- Flame arrestor cleaning (typically annually or an increase in differential pressure occurs);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- Ultraviolet scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter's inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss, requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

SCS' approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS/NESHAPS compliance issues. One example involves higher than normal vacuum. Wells would be "over-pulled" because of this higher vacuum. If this condition ("overpulling") is not immediately identified and investigated, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems, and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and adjust as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed piping.

Once the wellfield is read, the technician will then return to the blower/flare station and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and

whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

SCS will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAA. The technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located) at 30-meter spacing in a grid pattern. The SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

***Deliverables:** Hard copy O&M reports will be provided to SFSWMA monthly GCCS and SEM monitoring reports will be provided quarterly.*

Cell 1-3 Well Extensions

An allotment budget is included in this task to allow for the extension of the wells in Cells 1-3 in advance of additional filling in these cells. This allotment will accommodate all materials and construction needed to complete this work.

Jumper Line to Cell 6A/6B Cleanout

An allotment budget is also being provided to connect the cleanout riser for Cells 6A/6B to the gas system by March 2025. This is necessary because Cell 6 becomes subject to NSPS control requirements in March 2025. By connecting the cleanout riser to the gas system, gas can be pulled from this cell to meet this regulatory requirement while the cell is brought to grade for the full gas system expansion included in Tasks 6-8. The fee will include the piping, wellhead, and fieldwork needed to complete this construction.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

We understand that well extensions may be needed during the contract period in Cells 1 through 3. As such, we have increased our budget for this task for this contract period to accommodate this specially.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors to decide on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided with a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

During an emergency event, the Field Services Project Manager and/or other SCS staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system (GCCS) will have been in place in excess of 5 years during the contract period. Per the current federal NSPS/NESHAPS Rules for landfills, gas collection from Cell 6B will be required by March 2025. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 6B as required by the NSPS/NESHAPS rules. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill at the time of performing this task will be sufficient for development of the construction plans. However, should updates to the survey be necessary, we will advise SFSWMA of the area requiring an updated survey for design purposes. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer. Necessary pre-construction surveys will be performed under Task 8.

SCS will prepare bid documents and specifications for this construction project. Bid items will be clearly identified. Consistent with prior bid documents prepared by SCS, we have assumed that "front-end" bid documents and standards will be provided to SCS for inclusion into the bid documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to SCS' standard specifications for "General Requirements," (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (includes pump and sump, if required).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of the probable cost of construction. SCS will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate

of probable cost of construction will be supported by quantity estimates for each line item.

Deliverables: *Electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.*

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of the GCCS expansion construction project. Services to be provided shall include the following:

- Attendance by SCS at a pre-bid conference for the project.
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders.
- Addenda will be issued, if necessary, to all plan holders.
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents.
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

This task will also include fees for air travel expenses, hotel, and rental car for attendance at the pre-bid conference.

Deliverables: *Meeting minutes from the pre-bid conference, any written responses to bidder questions, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.*

Task 8 – Gas System CQA

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction during the contract term. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Pre-Construction Topographical and LFG Extraction Wells Survey

The specific survey services to be provided will be as follows:

- SCS will provide a pre-construction topographical survey of GCCS expansion area, if necessary, to confirm landfill gas (LFG) extraction well and piping locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm topographic grades of the landfill for the GCCS expansion.
- The pre-construction topographical survey will be reviewed by SCS and the construction plans modified as necessary to accommodate existing grades prior to construction.
- SCS will provide a pre-construction survey of the proposed landfill gas (LFG) extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.

- This pre-construction survey of the proposed LFG extraction wells will be reviewed and approved by the Certifying Engineer who is a Professional Engineer registered in the State of New Mexico. The surface elevations obtained for the well locations will be used to develop the issued-for-construction well schedule for the project.

For these pre-construction survey services, we have included an allowance budget of \$11,500 in our fee estimate, which will be performed on a time-and-material basis consistent with our fee schedule.

Deliverables: Electronic copies will be provided of the modified construction plans (if necessary) and issued-for-construction well schedule for SFSWMA files along with printouts (up to 3 hard copies of the revised construction plans). All deliverables will be provided electronically via PDF.

Field CQA Services for LFG Extraction Well and Piping Installation

This portion of the work will include the field CQA services required during the LFG extraction system expansion. SCS will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

The specific services to be provided during LFG extraction well installation are as follows:

- SCS' inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS' Inspector will document construction activities through field notes and/or photographs and significant events (including weather delays) daily. Significant changes in quantity and time will be recorded.
- SCS' Inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report.

The specific services to be provided during LFG piping installation are as follows:

- An SCS Inspector will be on-site daily during installation and testing of LFG collection and condensate management piping.
- Observe the installation of lateral/header piping and condensate management system components, including condensate sumps, piping, and valves.
- Documentation and observation for conformance with the construction plans and specifications:
- Review, observe, and document pneumatic pipe pressure testing.
- SCS' inspector will provide record location and elevation surveys of installed components and verify proper slopes and depths of piping prior to burial, as necessary, consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and inspector will be capable of inverting slopes in the field to provide immediate verification of pipe slopes to the Contractor. The survey equipment will be available for use on-site at all times that construction activities are ongoing.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

SCS assumes that this work will require daily observation for a total of up to 45 working days (approximately 55 calendar days). As such, the above services will require SCS' Inspector (i.e., CQA Technician) to be on-site for 10 hours/day, Monday through Saturday over the construction duration. This task also includes fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Project Management During LFG Collection System Expansion

This task also includes overall project management and oversight by a Professional Engineer registered in the State of New Mexico during the entire project, including extraction well, collection piping, and condensate management system installation. The specific services to be provided will be as follows:

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Reviewing and processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) daily. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.
- Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, up to two (2) intermediate meetings/inspections; and a final inspection/walkthrough at substantial completion (total of up to four visits during the construction duration).

In addition to onsite inspections/meetings, SCS has assumed up to six (6) hours per week over the construction duration will be sufficient for these services. Additionally, we have also included fees for travel expenses for site visits to be performed by the Certifying Engineer.

Construction Documentation Report

This task includes preparation of a construction documentation report. This report will include record drawings and surveys, including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, valves, and other infrastructure installed during the project. The construction report will include a project overview, record survey, results of lab and field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in this task's scope. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

SCHEDULE FOR AUTHORIZED TASKS

The final page of this exhibit contains a project schedule. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Task 1 – Annual NSPS, NESHAPS, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2025. Data will be collected, processed, and emissions calculation prepared. In March 2025, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2025, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – Various routine O&M services will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. The well extensions in Cells 1-3 will be completed prior to the necessary filling in these cells (projected to be September – November 2025). The Cell 6A/6B Cleanout riser connection is shown to be in place by March 2025. Non-routine services may be needed at any time.

Tasks 6 through 8 – These tasks related to the wellfield expansion into Cell 6 have been set to allow for the completion of this expansion by the end of the contract period in November 2025, with the cell at completed grades by September 2025. To meet the September start date, Task 7 is shown as being bid and awarded by June 2025 so that the contractor can order materials in August and mobilize in early September. The expansion construction should take no more than two months. The design is shown to be completed to accommodate the Tasks 7 and 8 schedules.

SCOPE FOR FUTURE TASKS

Task 4 – Title V Post-Submittal Support Services – (Previously completed and not needed for this year)

Task 5 – GCCS Design Plan Amendment (AAAA Update) - (Previously completed and not needed for this year)

Task 9 – Title V Permit Renewal (Not included here as permit renewal application not due until April 14, 2027)

EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2025 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL

Task	Date												
	2024	2025											
	D	J	F	M	A	M	J	J	A	S	O	N	
1 - Annual NSPS, NESHAPs, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting													<= Prepare NM Emissions Inventories and GHG Emissions by March 31, 2025. Prepare NSPS/ NESHAPs/TV Reports by April 30 and October 30, 2025. Liquids reporting due September 28, 2025.
2 - Engineering On-Call Services													<= Perform additional services tasks as needed.
3 - O&M Routine Services													<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring													<= Perform quarterly.
3 - O&M Cell 1-3 Well Extensions													<= Complete prior to filling in area.
3 - O&M Jumper Line to Cell 6A/6B Cleanout													<= Perform so in place by March 2025.
3 - O&M Non-Routine Services													<= Perform as needed.
6 - Gas System Expansion Design													<= Perform to accommodate Task 8 schedule.
7 - Bid Support Services (Gas System Expansion)													<= Perform to accommodate Task 8 schedule.
8 - Gas System CQA													<= Construction completed by end of contract.

Exhibit A - 14

EXHIBIT B

Task Fees

**Exhibit B. Rates and Not-to-Exceed Fees
2025 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill**

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$250.00	hours	2	\$500.00
Sr. Project Advisor	\$255.00	hours	14	\$3,570.00
Staff Professional 3	\$180.00	hours	80	\$14,400.00
CAD Designer	\$140.00	hours	2	\$280.00
Office Service Manager	\$125.00	hours	4	\$500.00
Secretarial/Clerical	\$85.00	hours	12	\$1,020.00
Expenses				
Telephone/Fax/Postage	\$400.00	lump sum	1	\$400.00
Reproduction	\$305.00	lump sum	1	\$305.00
Subtotal Less Gross Receipts Tax				\$20,975.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 1				\$20,975.00
Remaining Budget Through Amendments 1 and 2				\$26,100.00
Budget Allocation for Amendment 3				-\$5,125.00
Additional Compensation Requested for Amendment 3				\$0.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$250.00	hours	2	\$500.00
Sr. Project Advisor	\$255.00	hours	18	\$4,590.00
Staff Professional 3	\$180.00	hours	40	\$7,200.00
CAD Designer	\$140.00	hours	2	\$280.00
Office Service Manager	\$125.00	hours	2	\$250.00
Secretarial/Clerical	\$85.00	hours	6	\$510.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$130.00	lump sum	1	\$130.00
Subtotal Less Gross Receipts Tax				\$13,560.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 2				\$13,560.00
Remaining Budget Through Amendments 1 and 2				\$25,540.00
Budget Allocation for Amendment 3				-\$11,980.00
Additional Compensation Requested for Amendment 3				\$0.00

Task 3 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial tuning)	\$2,490.00	lump sum	1	12	\$29,880.00
Wellfield Reading (15-day recheck if required)	\$1,550.00	lump sum	1	12	\$18,600.00
Quarterly Maintenance (blower flare station)	\$650.00	lump sum	1	4	\$2,600.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,750.00	lump sum	1	4	\$7,000.00
Reporting (O&M, SEM, SSMs)	\$1,550.00	lump sum	1	12	\$18,600.00
Cell 1-3 Well Extensions	\$25,000.00	lump sum	1	1	\$25,000.00
Jumper to Cell 6A/6B Cleanout	\$35,000.00	lump sum	1	1	\$35,000.00
Subtotal Less Gross Receipts Tax					\$136,680.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)					\$6,660.00
Subtotal Task 3 - Routine Services					\$143,340.00
Remaining Budget Through Amendments 1 and 2					\$96,420.00
Budget Allocation for Amendment 3					-\$77,680.00
Additional Compensation Requested for Amendment 3					\$124,600.00

Task 3 - Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$50,000.00	lump sum	1	1	\$50,000.00
Subtotal Less Gross Receipts Tax					\$50,000.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)					\$2,440.00
Subtotal Task 3 - Non-Routine Services					\$52,440.00
Remaining Budget Through Amendments 1 and 2					\$70,540.00
Budget Allocation for Amendment 3					-\$18,100.00
Additional Compensation Requested for Amendment 3					\$0.00

NOTES:

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

Task 6 - Gas System Expansion Design				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$250.00	hours	8	\$2,000.00
Project Manager 2	\$200.00	hours	0	\$0.00
Project Manager 1	\$190.00	hours	32	\$6,080.00
CAD Designer	\$140.00	hours	60	\$8,400.00
Staff Professional 3	\$140.00	hours	24	\$3,360.00
Secretarial/Clerical	\$85.00	hours	4	\$340.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00
Subtotal Less Gross Receipts Tax				\$21,080.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$0.00
Subtotal Task 6				\$21,080.00
Remaining Budget Through Amendments 1 and 2				\$16,230.00
Budget Allocation for Amendment 3				\$4,850.00
Additional Compensation Requested for Amendment 3				\$0.00

Task 7 - Bidding Support Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$250.00	hours	4	\$1,000.00
Project Manager 2	\$200.00	hours	24	\$4,800.00
CAD Designer	\$140.00	hours	4	\$560.00
Associated Staff Professional 1	\$115.00	hours	12	\$1,380.00
Office Service Manager	\$125.00	hours	3	\$375.00
Secretarial/Clerical	\$85.00	hours	4	\$340.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$250.00	lump sum	1	\$250.00
Travel Expenses (Hotel, Vehicle, Airfare, etc.)	\$1,200.00	lump sum	1	\$1,200.00
Subtotal Less Gross Receipts Tax				\$10,005.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$117.00
Subtotal Task 7				\$10,122.00

Task 8 - Gas System CQA				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$250.00	hours	28	\$7,000.00
Project Manager 2	\$200.00	hours	56	\$11,200.00
Staff Professional 1	\$130.00	hours	64	\$8,320.00
Office Service Manager	\$125.00	hours	8	\$1,000.00
CQA Technician	\$95.00	hours	450	\$42,750.00
Secretarial/Clerical	\$85.00	hours	2	\$170.00
Expenses				
Well Aggregate Conformance Testing	\$355.00	lump sum	1	\$355.00
Telephone/Fax/Postage	\$50.00	lump sum	1	\$50.00
Reproduction	\$250.00	lump sum	1	\$250.00
CQA Field Vehicle	\$100.00	per day	55	\$5,500.00
CQA Expenses (lodging, per Diem, etc.)	\$275.00	per day	55	\$15,125.00
On-Site Survey Equipment (during construction)	\$6,000.00	lump sum	1	\$6,000.00
Pre-Construction Surveying Services	\$11,500.00	T&M	1	\$11,500.00
Engineer Site Visit Travel Expenses	\$1,050.00	per visit	4	\$4,200.00
Subtotal Less Gross Receipts Tax				\$113,420.00
Out-of-State Business Gross Receipts Tax - Rate (4.875%)				\$2,610.00
Subtotal Task 8				\$116,030.00

SUMMARY OF TASK TOTALS BUDGET

	Budget for Amendment 3	Remaining Budget through Amendments 1&2	Additional Compensation Requested for Amendment 3
Task 1 - Air-Related Reporting	\$20,975.00	\$26,100.00	-\$5,125.00
Task 2 - Engineering On-Call Services	\$13,560.00	\$25,540.00	-\$11,980.00
Task 3 - Routine & NR O&M Services	\$195,780.00	\$166,960.00	\$28,820.00
Task 4 - Post-Submittal Support Services	\$0.00	\$12,585.00	-\$12,585.00
Task 5 - GCCS Design Plan Amendment	\$0.00	\$5,530.00	-\$5,530.00
Task 6 - Gas System Expansion Design	\$21,080.00	\$16,230.00	\$4,850.00
Task 7 - Bidding Services	\$10,122.00	\$0.00	\$10,122.00
Task 8 - Gas System CQA	\$116,030.00	\$0.00	\$116,030.00
Grand Totals	\$377,547.00	\$252,945.00	\$124,602.00

Exhibit B - 3 of 3

EXHIBIT C
Fee Schedule

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE (Effective April 1, 2024 through March 31, 2025)

Labor Category	Rate/Hour (\$)
Business Unit Director	260
Senior Project Advisor	255
Project Advisor	250
Satellite Office Manager	250
Project Director II	235
Project Director I	220
Project Manager II	200
Project Manager I	190
CQA Manager	180
Project Professional III	180
Project Professional II	165
Project Professional I	150
Staff Professional III	140
Staff Professional II	135
Staff Professional I	130
Associate Staff Professional II	120
Associate Staff Professional I	115
CAD Designer	140
CAD Draftsperson	95
Office Service Manager	125
Secretarial/Clerical	85
Sr. Technician	115
Technician	105
CQA Technician	85

1. The hourly rates are effective through March 31, 2025. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2025. Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, long distance telephone, computers, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.82 per mile for autos and \$0.92 per mile for company trucks. Daily rates apply on long-term projects.
3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.

Exhibit C - SCS Engr Office 16 Fee schedule 040124-033125

**OM & M
FEE SCHEDULE**
(Effective May 1, 2024 through April 30, 2025)

Technical Field Personnel	Rate (\$)/Hour
Systems Specialist.....	89
Laborer.....	90
Field Technician I.....	105
Fusion Technician.....	110
Equipment Operator.....	112
Field Technician II.....	115
Plant Operator.....	120
GIS Technician.....	121
Senior Field Technician.....	126
OM&M Project Foreman.....	128
Mechanic.....	130
Support Specialist.....	138
OM&M Superintendent.....	145
Drone Pilot.....	160
Systems Administrator.....	160
Controls Specialist.....	182
Network Engineer.....	182
Senior OM&M Superintendent.....	190
Senior Drone Pilot.....	220
Systems Integrator.....	229
 Management/Support Personnel	 Rate (\$)/Hour
Secretarial.....	90
Project Administrator.....	100
Field Data Analyst.....	107
Designer/Drafter.....	120
Senior Project Administrator.....	125
Administrative Coordinator.....	125
Senior Field Data Analyst.....	130
Field Project Coordinator.....	150
Project Professional.....	155
Project Estimator.....	156
Project Coordinator/Accountant.....	165
H&S Specialist.....	165
Product Development Manager.....	195
Senior H&S Specialist.....	200

Management/Support Personnel cont'	Rate (\$)/Hour
Controls & Instrument Engineer.....	240
H&S Manager.....	240
Quality Advisor.....	250
Project Manager.....	250
Senior Project Professional.....	260
GIS Developer.....	268
Senior Project Manager.....	275
Quality Manager.....	300
Regional Manager/Project Director.....	310
RMC Business Manager.....	324
Senior Project Advisor.....	330
National RMC Director.....	351
Director of Technology.....	351

General Terms

1. Labor rates are in effect until April 30, 2025. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative markup. Automobile mileage cost is \$0.67 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$25.00/hour. (No administrative mark-up will be applied to charges for company-owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services that require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long-term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.

7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 50 percent. For work performed on company-recognized holidays or beyond 12 hours in a day, the above rates will be marked up 100 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expenses shall be invoiced to the client at cost plus 15 percent.
10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs, and a \$55 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client-requested work, a \$55 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$175 per night. SCS Field Services will make every effort to find the most cost-efficient hotels. In some high-expense locations, hotel rates may be above \$175 per night. Hotel and per diem expenses will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

OM&M
FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
(Effective May 1, 2024 through April 30, 2025)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate.....	225/day
• Weekly Rate.....	1,122/week
• Monthly Rate.....	3,368/month
Gazoscan Kit	
• Daily Rate.....	230/day
• Weekly Rate.....	1,134/week
• Monthly Rate.....	3,402/month
GEM 5000 w/H₂S/CO	
• Daily Rate.....	245/day
• Weekly Rate.....	1,214/week
• Monthly Rate.....	3,640/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:	
• Daily Rate.....	245/day
• Weekly Rate.....	1,214/week
• Monthly Rate.....	3,640/month
Optical Gas Imaging (OGI) Camera	250/day
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	60/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	60/day
4 Gas Meter.....	60/day
Magnehelic Pressure Meter	14/day
Digital Readout Thermocouple.....	30/day
Dewatering Pump (Trash Pump)	55/day
Dräger Detector Tubes/Pump	25/each
MiniRae 2000/3000 PID:	
• Daily Rate.....	183/day
• Weekly Rate.....	912/week
• Monthly Rate.....	2,738/month

	Rate (\$)
RKI Eagle II:	
• Daily Rate	183/day
• Weekly Rate	912/week
• Monthly Rate	2,738/month

Air Sampling Station:	
• Daily Rate	60/day
• Weekly Rate	298/week
• Monthly Rate	920/month

Weather Station:	
• Daily Rate	60/day
• Weekly Rate	298/week
• Monthly Rate	920/month

Pipe Laser:	
• Daily Rate	60/day
• Weekly Rate	298/week
• Monthly Rate	920/month

PAS 3000 Personal Air Sampling Pump	32/day
Tedlar Bag (10-Liter)	48/each
Sample Flow Controller/Tier II Gauge	52/day
Non-Contaminating Air Sampling Pump	32/day
Interface Probe	60/day

Handheld GPS:	
• Daily Rate	32/day
• Weekly Rate	154/week
• Monthly Rate	460/month

Submersible Pump:	
• Daily Rate	60/day
• Weekly Rate	298/week
• Monthly Rate	920/month

Water Level Indicator:	
• Daily Rate	25/day
• Weekly Rate	120/week
• Monthly Rate	374/month

	Rate (\$)
Water Level Meter w/Temperature:	
• Daily Rate	55/day
• Weekly Rate	272/week
• Monthly Rate	818/month
100-Foot Temperature Probe:	
• Daily Rate	20/day
• Weekly Rate	98/week
• Monthly Rate	290/month
Teflon Well Bailer	32/each
Vacuum Box/Carbon Canister and Blower	183/day
Tool Truck	25/hour
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	134/day
• Weekly Rate	668/week
• Monthly Rate	2,007/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	165/day
• Weekly Rate	822/week
• Monthly Rate	2,466/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	218/day
• Weekly Rate	1,094/week
• Monthly Rate	3,283/month
• Daily Rate	440/day
• Weekly Rate	2,200/week
• Monthly Rate	5,260/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	660/day
• Weekly Rate	3,300/week
• Monthly Rate	9,070/month

Trackstar 500 Fusion Machine

- Daily Rate 765/day
- Weekly Rate 3,820/week
- Monthly Rate 8,477/month

Sidewinder Fusion Machine

- Daily Rate 191/day
- Weekly Rate 955/week
- Monthly Rate 2,870/month

Electrofusion Processor Machine:

- Daily Rate 225/day
- Weekly Rate 1,115/week
- Monthly Rate 3,350/month

- Leister Extrusion Welding Gun 192/day
- Air Compressor 74/day
- Arc Welder 90/day
- Generator (3,500-Watt) 74/day
- Generator (5,000-Watt) 90/day
- Generator (6,000-Watt) 97/day
- Generator (8,000-Watt) 102/day

- Daily Rate 48/day
- Weekly Rate 244/week
- Monthly Rate 732/month

- Daily Rate 74/day
- Weekly Rate 370/week
- Monthly Rate 1,106/month

- Daily Rate 122/day
- Weekly Rate 608/week
- Monthly Rate 1,820/month

4-Wheeler with 44" Mow Deck:

- Daily Rate..... 122/day
- Weekly Rate608/week
- Monthly Rate..... 1,820/month

Riding Mower:

- Daily Rate..... 214/day
- Weekly Rate 1,066/week
- Monthly Rate..... 3,198/month

Chain Saw:

- Daily Rate.....15/day
- Weekly Rate 70/week
- Monthly Rate.....204/month

Horiba Water Quality Meter:

- Daily Rate.....60/day
- Weekly Rate298/week
- Monthly Rate..... 920/month

Hydrogen Sulfide Meter:

- Daily Rate..... 231/day
- Weekly Rate 1,154/week
- Monthly Rate..... 3,470/month

Infrared Thermometer:

- Daily Rate.....15/day
- Weekly Rate 70/week
- Monthly Rate..... 204/month

Micropurge Flow Cell (Groundwater):

- Daily Rate..... 122/day
- Weekly Rate608/week
- Monthly Rate..... 1,820/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate.....90/day

- Weekly Rate454/week
- Monthly Rate..... 1,361/month

Earth/Resistance Tester:

- Daily Rate 122/day
- Weekly Rate608/week
- Monthly Rate..... 1,820/month

Pitot Tube and Gauges:

- Daily Rate15/day
- Weekly Rate48/week
- Monthly Rate..... 204/month

Pressure Washer:

- Daily Rate60/day
- Weekly Rate298/week
- Monthly Rate..... 918/month

Turbidity Meter/Conductivity Meter:

- Daily Rate32/day
- Weekly Rate154/week
- Monthly Rate..... 460/month

Vacuum Air Pump:

- Daily Rate 122/day
- Weekly Rate608/week
- Monthly Rate..... 1,820/month

Downhole Video Camera System 245/day

Weed Trimmer:

- Daily Rate32/day
- Weekly Rate154/week
- Monthly Rate..... 460/month

Safety Equipment:

- Tyvek Suit (each) 20/each
- Polyethylene suit (each) 25/each
- PVC Gloves (per pair)..... 20/each
- Rubber booties (per pair)..... 20/each
- Organic Vapor Cartridges (per pair)..... 25/each

- Organic Vapor/Acid Cartridges (per pair) 32/each
- Cartridges pre-filters (per pair) 20/each

Safety Equipment Continued:

- Half face respirator (each) 25/day
- Full face respirator (each) 32/day
- Ventilator/manhole blowers 32/day
- Parachute harness 15/day
- Tripod:
 - Daily Rate 90/day
 - Weekly Rate 445/week
 - Monthly Rate 1,360/month
- SCBA 245/day

General Terms

1. Rates are in effect until April 30, 2025. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.
6. Availability of equipment owned by SCS Field Services may vary.

ATTACHMENT 2

Amendment No. 2 - Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services and Engineering and
Operation and Maintenance Services for the Landfill Gas Collection System – 2021)

This AMENDMENT No. 2 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and SCS Engineers (“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 engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. 22/16/P).

Pursuant to Article 22, 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 continuation of Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services for calendar year 2024 and Task 6 – Gas System Expansion Design, and add Task 7 – Bid Support Services for the Gas System Expansion as described in the Scope of Services 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 Nine Thousand Four Hundred Forty-Eight Dollars and Eighty-Six Cents (\$9,448.86) 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 Three Hundred Forty-Nine Thousand Two Hundred Sixty-Six Dollars and Eighty-Six Cents (\$349,266.86), including applicable gross receipts taxes pursuant to the rates and fee schedule as contained in Exhibits B and C attached hereto.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$160,670.00
AMENDMENT NO. 1	\$179,148.00
AMENDMENT NO. 2	\$9,448.86
CONTRACT TO DATE	\$349,266.86

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. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized

3. **TERM AND EFFECTIVE DATE**

Article 4, 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 November 18, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.

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

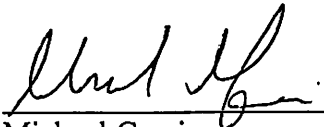
renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

4. **AGREEMENT IN FULL FORCE**

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

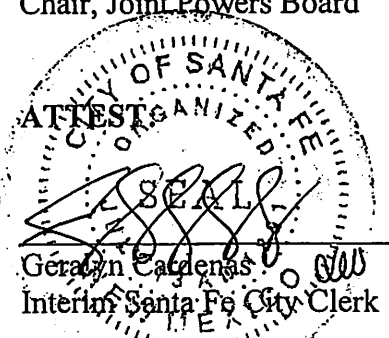
IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chair, Joint Powers Board

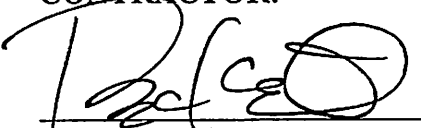
11/12/23
Date:



Gerelyn Cadenas
Interim Santa Fe City Clerk

11/28/23
Date

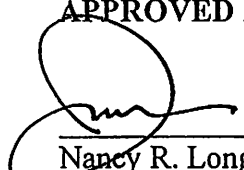
CONTRACTOR:



Ryan Kuntz, P.E.
Vice President/Satellite Office Manager
SCS Engineers

11/20/2023
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

11.16.2023
Date:

EXHIBIT A
Scope of Services

EXHIBIT A
PROJECT DESCRIPTION AND SCOPE OF WORK
AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES,
ENGINEERING, AND OPERATION AND MAINTENANCE SERVICES FOR THE
LANDFILL GAS COLLECTION SYSTEM
AT THE CAJA DEL RIO LANDFILL

Project Description

This scope of services is to provide SFSWMA the following: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP #'22/16/P). This grouping of services consists of compliance-related services encompassing the landfill's annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; New Source Performance Standards (NSPS) reporting; and National Emission Standards for Hazardous Air Pollutants (NESHAPS) reporting. It also includes operation and maintenance services (both routine and non-routine) for the gas collection and control system (GCCS). This scope also includes the services to assist with the next gas system expansion.

SCS proposes to organize our work for 2024 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – GCCS O&M Routine and Non-Routine Services;
- Task 6 – Gas System Expansion Design; and
- Task 7 – Bid Support Services (Gas System Expansion)

Tasks 1 and 3 are updated with new budgets annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. Task 3 is included for GCCS O&M Routine and Non-Routine Services. Task 6 is related to the gas system expansion design. Per recent discussions with SFSWMA, Task 7 is included for the Bid Support Services for the gas system expansion, although may not be utilized in this scope for 2024 services.

The following items are future tasks anticipated to be needed through the contract period, but not likely to be needed until 2024. As such, these will be fully priced and authorized in future amendments to this agreement:

- Task 8 – Gas System CQA; and
- Task 9 – Title V Permit Renewal.

Scope of Work

Task 1 – Air-Related Reporting

Subtask 1.1 - NSPS, NESHAPs, and Title V Reporting

Task 1 includes services in calendar year 2024 related to required New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Title V reporting. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAA. These NSPS and NESHAPS reports although requiring much of the same information, will be submitted in separate reports but concurrently. Reports will be submitted to NMED in April 2024 and in October 2024 for a total of four reports.

Under 40 CFR 60, Subpart XXX, liquids reporting is required annually under 40 CFR 60, §767(k) for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. We understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting to NMED. As such, this task covers preparation and submittal of this report by no later than September 27, 2024.

The Title V reports document the facility’s compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this Task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS’ use in preparing these reports. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2024 and in October 2024.

NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and NESHAPS report drafts for SFSWMA review. Upon approval, at SFSWMA’s preference, SCS will upload these reports to NMED’s Secure Extranet Portal (SEP) for SFSWMA to certify and submit.

Deliverables: Inclusive of seven (7) reports described above (2 NSPS/NESHAPS, 1 Liquids, 2 Title V Semi-Annual, and 2 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA’s records in addition to the appropriate copies for the Air Quality Bureau (AQB). In addition, all deliverables will be provided electronically in PDF format.

Subtask 1.2 - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2023 emissions inventory for the Caja del Rio Landfill. This task also includes the emissions inventory for Buckman Road Recycling and Transfer Station (BuRRT). Like last year, these inventories, which will be filed online, are scheduled to be submitted by April 1, 2024. In preparation for this task, SCS will prepare a list of needed information for each facility. These lists will include everything SCS needs to calculate 2023 emissions, such as 2023 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations will not be required since Federal reporting is prepared. However, SCS will compile and submit GHG emissions to AQB also if needed as part of this task for the landfill only.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittals to AQB as the certifier. PDFs of the emissions spreadsheets will be provided to SFSWMA and AQB, consistent with what has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that any emissions fees themselves are not included in this proposal.

Deliverables: *PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare sealed memorandum hard copies for SFSWMA files.*

Subtask 1.3 - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2023 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2024. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, as of 2023, AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2023 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this data throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. SCS will enter the landfill's data into an XML programming tool for uploading into EPA's e-GGRT system. Upon completion of the XML tool, SCS will work with the SFSWMA's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed. This memorandum will be sealed by a professional engineer registered in the State of New Mexico.

Deliverables: *The reporting is electronic; however, as noted in this scope, SCS will prepare a sealed memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.*

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work or engineering design generally associated the gas system or emissions control, including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Deliverables: Although the items to be covered under this task are associated with on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored on a monthly basis per NSPS/NESHAPS requirements. During the past year, SCS has performed regular monthly monitoring of the 29 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date in 2023, as wells have been maintained within required operating parameters. However, we suggest that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2024 scope of work for availability if needed. Initial and second monthly readings (15-day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS/NESHAPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature and pressure variations over the month; or other circumstances that warrant twice-a-month readings.

During the monthly visits, typical routine services for the wellfield will involve:

- Monitoring and adjusting the 29 extraction wells so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database. Since SCS eTools is an SCS' proprietary application, the use of SCS eTools will be provided subject to SCS Standard Technology Services Agreement terms, as attached in Exhibit D.

If extraction wells do not adhere to NSPS/NESHAPS parameters (less than 145 °F and less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS/NESHAPS requirements stipulating that some corrective action is made on non-compliant wells within 5 days of an exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedance(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. SCS will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping;
- Unusual noise/vibrations/functions; and
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services for the flare, blower, and associated equipment as recommended by the manufacturer of the flare - John Zink Maintenance for the blower/flare station will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;
- Periodic switching of the blowers (monthly basis);
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous Yokogawa recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);
- Other maintenance items as required by the John Zink O&M Manual for blower/flare station (time interval varies by equipment and manufacturer);

- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not “stuck in place” (quarterly basis);
- Flame arrestor cleaning (typically annually or an increase in differential pressure occurs);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- Ultraviolet scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter’s inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss, requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month’s activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

SCS’ approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be “performing” as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS/NESHAPS compliance issues. One example involves higher than normal vacuum. Wells would be “over-pulled” as a result of this higher vacuum. If this condition (“overpulling”) is not immediately identified and investigated, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed piping.

Once the wellfield is read, the technician will then return to the blower/flare station and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

SCS will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAA. The technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located) at 30-meter spacing in a grid pattern. The SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: *Hard copy O&M reports will be provided to SFSWMA monthly GCCS and SEM monitoring reports will be provided quarterly.*

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will

obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

During an emergency event, the Field Services Project Manager and/or other SCS staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system (GCCS) will have been in place in excess of 5 years during the contract period. Per the current federal NSPS/NESHAPS Rules for landfills, gas collection from Cell 6B will be required by March 2025. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 6B as required by the NSPS/NESHAPS rules. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill at the time of performing this task will be sufficient for development of the construction plans. However, should updates to the survey be necessary, we will advise SFSWMA of the area requiring an updated survey for design purposes. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction

survey, well depths will be adjusted accordingly by SCS' engineer. Necessary pre-construction surveys will be performed under Task 8.

SCS will prepare bid documents and specifications for this construction project. Bid items will be clearly identified. Consistent with prior bid documents prepared by SCS, we have assumed that "front-end" bid documents and standards will be provided to SCS for inclusion into the bid documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to SCS' standard specifications for "General Requirements," (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (includes pump and sump, if required).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of probable cost of construction. SCS will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

This task has been included in Year 3 to facilitate construction outside of winter months at the end of Year 3 and beginning of Year 4. Unless otherwise requested by SFSWMA, SCS will verify with SFSWMA on whether to initiate and complete this work in the second or third quarter of 2024.

Deliverables: *Electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.*

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of the GCCS expansion construction project. Services to be provided shall include the following:

- Attendance by SCS at a pre-bid conference for the project.
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders.
- Addenda will be issued, if necessary, to all plan holders.
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents.
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

This task will also include fees for air travel expenses, hotel, and rental car for attendance at the pre-bid conference. This task has been included in Year 3 to facilitate construction outside of winter months at the end of Year 3 and beginning of Year 4. Unless otherwise requested by SFSWMA, SCS will verify with SFSWMA on whether to initiate and complete this work in the third quarter of 2024. If this task is not utilized in Year 3, it will be performed in Year 4.

***Deliverables:** Meeting minutes from the pre-bid conference, any written responses to bidder questions, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.*

Schedule for authorized Tasks 1 through 3, 6 and 7

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Task 1 – Annual NSPS, NESHAPS, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2024. Data will be collected, processed, and emissions calculation prepared. In March 2024, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2024, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – Various routine O&M services will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services may be needed at any time.

Task 6 – Gas system expansion design services will commence in either second or third quarter of 2024, unless otherwise directed by SFSWMA to postpone this work until Year 4.

Task 7 – Bid-support services for the gas system expansion will commence in either third or fourth quarter and be completed in November 2024, unless otherwise directed by SFSWMA to postpone this work until Year 4.

SCOPE FOR FUTURE TASKS

Task 8 – Gas System CQA

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction during the contract term. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Subtask 8.1 – Pre-Construction Topographical and LFG Extraction Wells Survey

The specific survey services to be provided for this subtask are as follows:

- SCS will provide a pre-construction topographical survey of GCCS expansion area, if necessary, to confirm landfill gas (LFG) extraction well and piping locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm topographic grades of the landfill for the GCCS expansion.
- The pre-construction topographical survey will be reviewed by SCS and the construction plans modified as necessary to accommodate existing grades prior to construction.
- SCS will provide a pre-construction survey of the proposed landfill gas (LFG) extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.
- This pre-construction survey of the proposed LFG extraction wells will be reviewed and approved by the Certifying Engineer who is a Professional Engineer registered in the State of New Mexico. The surface elevations obtained for the well locations will be used to develop the issued-for-construction well schedule for the project.

Deliverables: Electronic copies will be provided of the modified construction plans (if necessary), and issued-for-construction well schedule for SFSWMA files along with printouts (up to 3 hard copies of the revised construction plans). All deliverables will be provided electronically via PDF.

Subtask 8.2 – Field CQA Services for LFG Extraction Well and Piping Installation

This subtask includes the field CQA services required during the LFG extraction system expansion. SCS will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

The specific services to be provided during LFG extraction well installation are as follows:

- SCS' inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS' inspector will document construction activities through field notes and/or photographs and significant events (including weather delays) on a daily basis. Significant changes in quantity and time will be recorded.
- SCS' inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report, as described in Subtask 8.4.

The specific services to be provided during LFG piping installation are as follows:

- An SCS inspector will be on-site daily during installation and testing of LFG collection and condensate management piping.
- Observe the installation of lateral/header piping and condensate management system components, including condensate sumps, piping, and valves.
- Documentation and observation for conformance with the construction plans and specifications:
- Review, observe, and document pneumatic pipe pressure testing.
- SCS' inspector will provide record location and elevation surveys of installed components and verify proper slopes and depths of piping prior to burial, as necessary, consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and inspector will be capable of inverting slopes in the field to provide immediate verification of pipe slopes to the Contractor. The survey equipment will be available for use on-site during all times that construction activities are ongoing.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

SCS assumes that this subtask will require daily observation. As such, the above services for Subtask 8.2 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day, Monday through Saturday over the construction duration. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Subtask 8.3 – Project Management during LFG Collection System Expansion

This subtask includes overall project management and oversight by a Professional Engineer registered in the State of New Mexico during the entire project, including extraction well, collection piping, and condensate management system installation. The specific services to be provided for this subtask are as follows:

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Reviewing and processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.
- Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, intermediate meetings/inspections; and a final inspection/walkthrough at substantial completion.

In addition to onsite inspections/meetings, SCS has assumed up seven (7) hours per week over the construction duration will be sufficient for the services provided in this subtask.

Subtask 8.4 – Construction Documentation Report

This task includes preparation of a construction documentation report. This report will include record drawings and surveys, including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, and valves, and other infrastructure installed during the course of the project. The construction report will include a project overview, record survey, results of lab and field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtasks 8.2 and 8.3. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Title V Permit Renewal (Removed as permit renewal not due until April 14, 2027)

EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2024 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL

Task	Date												
	2023	2024											
	D	J	F	M	A	M	J	J	A	S	O	N	
1 - Annual NSPS, NESHAPs, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting													<= Prepare NM Emissions Inventories and GHG Emissions by March 31, 2024. Prepare NSPS/NESHAPS/TV Reports by April 30 and October 30, 2024. Liquids reporting due by September 28, 2024.
2 - Engineering On-Call Services													<= Perform additional services tasks as needed.
3 - O&M Routine Services													<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring													<= Perform quarterly.
3 - O&M Non-Routine Services													<= Perform as-needed.
6 - Gas System Expansion Design													<= Perform either in second or third quarter 2024.
7 - Bid Support Services (Gas System Expansion)													<= Perform either in third or fourth quarter 2024.

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EXHIBIT B

Task Fees

Exhibit B. Rates and Not-to-Exceed Fees
2024 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$240.00	hours	2	\$480.00
Project Manager 2	\$195.00	hours	9	\$1,755.00
Project Manager 1	\$185.00	hours	25	\$4,625.00
CAD Designer	\$135.00	hours	2	\$270.00
Staff Professional 3	\$135.00	hours	91	\$12,285.00
Secretarial/Clerical	\$80.00	hours	12	\$960.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Subtotal Less Gross Receipts Tax				\$20,975.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 1				\$20,975.00
Remaining Budget Through Amendment 1				\$11,433.80
Budget Allocation for Amendment 2				\$9,541.20
Additional Compensation Requested for Amendment 2				\$0.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$240.00	hours	10	\$2,400.00
Project Manager 2	\$195.00	hours	14	\$2,730.00
Project Manager 1	\$185.00	hours	12	\$2,220.00
CAD Designer	\$135.00	hours	2	\$270.00
Staff Professional 3	\$135.00	hours	40	\$5,400.00
Secretarial/Clerical	\$80.00	hours	6	\$480.00
Expenses				
Telephone/Fax/Postage	\$20.00	lump sum	1	\$20.00
Reproduction	\$40.00	lump sum	1	\$40.00
Subtotal Less Gross Receipts Tax				\$13,560.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 2				\$13,560.00
Remaining Budget Through Amendment 1				\$24,070.00
Budget Allocation for Amendment 2				-\$10,510.00
Additional Compensation Requested for Amendment 2				\$0.00

Task 3 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,415.00	lump sum	1	12	\$28,980.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$630.00	lump sum	1	4	\$2,520.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,700.00	lump sum	1	4	\$6,800.00
Reporting (O&M, SEM, SSMs)	\$1,500.00	lump sum	1	12	\$18,000.00
Subtotal Less Gross Receipts Tax					\$74,300.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,807.88
Subtotal Task 3 - Routine Services					\$78,107.88
Remaining Budget Through Amendment 1					\$45,075.65
Budget Allocation for Amendment 2					\$23,583.36
Additional Compensation Requested for Amendment 2					\$9,448.86
Task 3 - Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$50,000.00	lump sum	1	1	\$50,000.00
Subtotal Less Gross Receipts Tax					\$50,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,562.50
Subtotal Task 3 - Non-Routine Services					\$52,562.50
Remaining Budget Through Amendment 1					\$72,439.56
Budget Allocation for Amendment 2					-\$19,877.06
Additional Compensation Requested for Amendment 2					\$0.00

NOTES:

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

Task 4 - Post-Submittal Support Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	0	\$0.00
Project Manager 2	\$185.00	hours	0	\$0.00
Project Manager 1	\$175.00	hours	0	\$0.00
CAD Designer	\$130.00	hours	0	\$0.00
Staff Professional 3	\$130.00	hours	0	\$0.00
Secretarial/Clerical	\$75.00	hours	0	\$0.00
Expenses				
Telephone/Fax/Postage	\$125.00	lump sum	0	\$0.00
Reproduction	\$125.00	lump sum	0	\$0.00
Subtotal Less Gross Receipts Tax				\$0.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 4				\$0.00
Remaining Budget Through Amendment 1				\$12,215.00
Budget Allocation for Amendment 2				-\$12,215.00
Additional Compensation Requested for Amendment 2				\$0.00

Task 5 - GCCS Design Plan Amendment (AAAA Update)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	0	\$0.00
Project Manager 2	\$185.00	hours	0	\$0.00
Project Manager 1	\$175.00	hours	0	\$0.00
CAD Designer	\$130.00	hours	0	\$0.00
Staff Professional 3	\$130.00	hours	0	\$0.00
Secretarial/Clerical	\$75.00	hours	0	\$0.00
Expenses				
Telephone/Fax/Postage	\$125.00	lump sum	0	\$0.00
Reproduction	\$125.00	lump sum	0	\$0.00
Subtotal Less Gross Receipts Tax				\$0.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 5				\$0.00
Remaining Budget Through Amendment 1				\$12.50
Budget Allocation for Amendment 2				-\$12.50
Additional Compensation Requested for Amendment 2				\$0.00

Task 6 - Gas System Expansion Design				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	8	\$1,840.00
Project Manager 2	\$185.00	hours	0	\$0.00
Project Manager 1	\$175.00	hours	32	\$5,600.00
CAD Designer	\$130.00	hours	60	\$7,800.00
Staff Professional 3	\$130.00	hours	24	\$3,120.00
Secretarial/Clerical	\$75.00	hours	4	\$300.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00
Subtotal Less Gross Receipts Tax				\$19,560.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 6				\$19,560.00
Remaining Budget Through Amendment 1				\$19,560.00
Budget Allocation for Amendment 2				\$0.00
Additional Compensation Requested for Amendment 2				\$0.00

Task 7 - Bidding Support Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$240.00	hours	4	\$960.00
Project Manager	\$185.00	hours	24	\$4,440.00
CAD Designer	\$135.00	hours	4	\$540.00
Associated Staff Professional	\$110.00	hours	12	\$1,320.00
Office Service Manager	\$120.00	hours	3	\$360.00
Secretarial/Clerical	\$80.00	hours	4	\$320.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$250.00	lump sum	1	\$250.00
Travel Expenses (Hotel, Vehicle, Airfare, etc.)	\$1,200.00	lump sum	1	\$1,200.00
Hourly Computer Fee	\$3.50	per hour	0	\$0.00
Subtotal Less Gross Receipts Tax				\$9,490.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$113.78
Subtotal Task 7				\$9,490.00
Remaining Budget Through Amendment 1				\$0.00
Budget Allocation for Amendment 2				\$9,490.00
Additional Compensation Requested for Amendment 2				\$0.00

SUMMARY OF TASK TOTALS BUDGET

	Budget for Amendment 2	Remaining Budget through Amendment 1	Budget Allocation for Amendment 2	Additional Compensation Requested for Amendment 2
Task 1 - Air-Related Reporting	\$20,975.00	\$11,433.80	\$9,541.20	\$0.00
Task 2 - Engineering On-Call Services	\$13,560.00	\$24,070.00	-\$10,510.00	\$0.00
Task 3 - Routine & NR O&M Services	\$130,670.38	\$117,515.21	\$3,706.30	\$9,448.86
Task 4 - Post-Submittal Support Services	\$0.00	\$12,215.00	-\$12,215.00	\$0.00
Task 5 - GCCS Design Plan Amendment	\$0.00	\$12.50	-\$12.50	\$0.00
Task 6 - Gas System Expansion Design	\$19,560.00	\$19,560.00	\$0.00	\$0.00
Task 7 - Bidding Services	\$9,490.00	\$0.00	\$9,490.00	\$0.00
GRAND TOTAL	\$194,255.38	\$184,806.51	\$0.00	\$9,448.86

EXHIBIT C

Fee Schedule

SCS ENGINEERS

SCS ENGINEERS FEE SCHEDULE

(Effective April 1, 2023 through March 31, 2024)

Labor Category	Rate/Hour (\$)
Business Unit Director	250
Project Advisor.....	240
Satellite Office Manager	240
Project Director II.....	230
Project Director I.....	215
Project Manager II.....	195
Project Manager I.....	185
CQA Manager.....	175
Project Professional III	175
Project Professional II	150
Project Professional I	145
Staff Professional III.....	135
Staff Professional II.....	130
Staff Professional I.....	125
Associate Staff Professional.....	110
CAD Designer.....	135
CAD Draftsperson.....	90
Office Service Manager.....	120
Secretarial/Clerical	80
Sr. Technician.....	115
Technician.....	90
CQA Technician.....	80

1. The hourly rates are effective through March 31, 2024. Work performed thereafter is subject to a new Fee Schedule issued for the period beginning April 1, 2024. Consistent with federal regulations, a factor of 150% will be applied to overtime hours for field personnel.
2. The above rates include salary, overhead, administration, and profit. Other direct expenses, such as analyses of air, water and soil samples, reproduction, travel, subsistence, subcontractors, long distance telephone, computers, etc., are billed at actual cost plus 15 percent. Vehicle mileage is billed at \$0.77 per mile for autos and \$0.87 per mile for company trucks. Daily rates apply on long-term projects.
3. Invoices will be prepared monthly for work in progress unless otherwise agreed. Invoices are due and payable upon receipt.
4. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
5. For special situations, such as expert court testimony and limited consultation, hourly rates for principals of the firm will be on an individually-negotiated basis.

RMC Business Manager	275
National RMC Director.....	285
Director of Technology.....	285
Regional Manager/Project Director	290

General Terms

1. Labor rates are in effect until April 30, 2024. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.625 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$25.00/hour. (No administrative mark-up will be applied to charges for company owned vehicles.)
3. Invoices will be prepared monthly for work in progress, unless otherwise agreed. Invoices are due and payable upon receipt. Any invoices not paid within 30 days of receipt are subject to a service charge of 1.5 percent per month on the unpaid balance.
4. Payment of SCS Field Services Invoices for services performed will not be contingent upon the client's receipt of payment from other parties. The client agrees to pay legal costs, including attorney's fees, incurred by SCS Field Services in collecting any amounts past due and owing on the client's accounts.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing, long term project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. For operation, construction, and/or repair work performed on weekends and/or nights (if work exceeds 8 hours in a day), the above rates will be marked up 50 percent. For work performed on Company recognized holidays or beyond 12 hours in a day, the above rates will be marked up 100 percent.
8. These rates are based on non-union, non-prevailing wage scales.
9. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.

10. For projects that are not local to an SCS Field Services office, thereby requiring crew mobilizations, lodging costs and a \$55 per person per diem cost will be charged. Lodging and per diem costs will be marked up 15 percent.
11. For projects that require crews to mobilize from a local office and stay in a hotel local to a project site to efficiently perform client requested work, a \$55 per day per person per diem cost will be charged to the project as well as a nightly hotel cost. Hotel costs typically range from \$75 to \$175 per night. SCS Field Services will make every effort to find the most cost efficient hotels. In some high expense locations, hotel rates may be above \$175 per night. Hotel and per diem expense will be marked up 15 percent.
12. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

OM&M
FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
(Effective May 1, 2023 through April 30, 2024)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate.....	214/day
• Weekly Rate.....	1,069/week
• Monthly Rate.....	3,208/month
Gazoscan Kit	
• Daily Rate.....	216/day
• Weekly Rate.....	1,080/week
• Monthly Rate.....	3,240/month
GEM 5000 w/H₂S/CO	
• Daily Rate.....	231/day
• Weekly Rate.....	1,156/week
• Monthly Rate.....	3,467/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:	
• Daily Rate.....	231/day
• Weekly Rate.....	1,156/week
• Monthly Rate.....	3,467/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	58/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	58/day
4 Gas Meter.....	58/day
Magnehelic Pressure Meter	13/day
Digital Readout Thermocouple.....	29/day
Dewatering Pump (Trash Pump).....	52/day
Dräger Detector Tubes/Pump.....	24/each
MiniRae 2000/3000 PID:	
• Daily Rate.....	174/day
• Weekly Rate.....	869/week
• Monthly Rate.....	2,608/month

	Rate (\$)
RKI Eagle II:	
• Daily Rate	174/day
• Weekly Rate	869/week
• Monthly Rate	2,608/month
Air Sampling Station:	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate	875/month
Pipe Laser:	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate	875/month
PAS 3000 Personal Air Sampling Pump	29/day
Tedlar Bag (10-Liter)	46/each
Sample Flow Controller/Tier II Gauge	49/day
Non-Contaminating Air Sampling Pump	29/day
Interface Probe	58/day
Handheld GPS:	
• Daily Rate	29/day
• Weekly Rate	146/week
• Monthly Rate	437/month
Submersible Pump:	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate	875/month
Water Level Indicator:	
• Daily Rate	24/day
• Weekly Rate	119/week
• Monthly Rate	356/month
Water Level Meter w/Temperature:	
• Daily Rate	52/day
• Weekly Rate	259/week
• Monthly Rate	778/month

	Rate (\$)
100-Foot Temperature Probe:	
• Daily Rate	18/day
• Weekly Rate	92/week
• Monthly Rate	275/month
Teflon Well Bailer	29/each
Vacuum Box/Carbon Canister and Blower	174/day
Tool Truck	24/hour
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	127/day
• Weekly Rate	637/week
• Monthly Rate	1,912/month
No. 26 P.E. Fusion Machine (2"-6"):	
• Daily Rate	157/day
• Weekly Rate	783/week
• Monthly Rate	2,349/month
No. 28 P.E. Fusion Machine (2"-8")	
• Daily Rate	208/day
• Weekly Rate	1,042/week
• Monthly Rate	3,127/month
No. 412 P.E. Fusion Machine (4"-12"):	
• Daily Rate	319/day
• Weekly Rate	1,593/week
• Monthly Rate	4,779/month
No. 618 P.E. Fusion Machine (6"-18"):	
• Daily Rate	550/day
• Weekly Rate	2,749/week
• Monthly Rate	8,246/month
No. 824 P.E. Fusion Machine (8"-24"):	
• Daily Rate	1,098/day
• Weekly Rate	5,492/week
• Monthly Rate	16,475/month

	Rate (\$)
Trackstar 500 Fusion Machine	
• Daily Rate.....	491/day
• Weekly Rate.....	2,457/week
• Monthly Rate.....	7,371/month
Sidewinder Fusion Machine	
• Daily Rate.....	174/day
• Weekly Rate.....	869/week
• Monthly Rate.....	2,608/month
Electrofusion Processor Machine:	
• Daily Rate.....	203/day
• Weekly Rate.....	1,015/week
• Monthly Rate.....	3,046/month
Leister Extrusion Welding Gun.....	174/day
Air Compressor.....	70/day
Arc Welder.....	86/day
Generator (3,500-Watt).....	70/day
Generator (5,000-Watt).....	86/day
Generator (6,000-Watt).....	92/day
Generator (8,000-Watt).....	97/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate.....	46/day
• Weekly Rate.....	232/week
• Monthly Rate.....	697/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate.....	70/day
• Weekly Rate.....	351/week
• Monthly Rate.....	1,053/month
Isolation Pinch-off Tool (8"-12"):	
• Daily Rate.....	116/day
• Weekly Rate.....	578/week
• Monthly Rate.....	1,733/month
4-Wheeler (ATV/UTV):	
• Daily Rate.....	58/day
• Weekly Rate.....	292/week
• Monthly Rate.....	874/month

	Rate (\$)
4-Wheeler with 44" Mow Deck:	
• Daily Rate	116/day
• Weekly Rate	578/week
• Monthly Rate	1,733/month
Riding Mower:	
• Daily Rate	203/day
• Weekly Rate	1,015/week
• Monthly Rate	3,046/month
Chain Saw:	
• Daily Rate	13/day
• Weekly Rate	65/week
• Monthly Rate	194/month
Horiba Water Quality Meter:	
• Daily Rate	58/day
• Weekly Rate	292/week
• Monthly Rate	875/month
Hydrogen Sulfide Meter:	
• Daily Rate	220/day
• Weekly Rate	1,102/week
• Monthly Rate	3,305/month
Infrared Thermometer:	
• Daily Rate	13/day
• Weekly Rate	65/week
• Monthly Rate	194/month
Micropurge Flow Cell (Groundwater):	
• Daily Rate	116/day
• Weekly Rate	578/week
• Monthly Rate	1,733/month
Oilless Compressor and Control Box (Groundwater):	
• Daily Rate	86/day
• Weekly Rate	432/week
• Monthly Rate	1,296/month

	Rate (\$)
Earth/Resistance Tester:	
• Daily Rate.....	116/day
• Weekly Rate.....	578/week
• Monthly Rate.....	1,733/month
Pitot Tube and Gauges:	
• Daily Rate.....	13/day
• Weekly Rate.....	45/week
• Monthly Rate.....	194/month
Pressure Washer:	
• Daily Rate.....	58/day
• Weekly Rate.....	292/week
• Monthly Rate.....	874/month
Turbidity Meter/Conductivity Meter:	
• Daily Rate.....	29/day
• Weekly Rate.....	146/week
• Monthly Rate.....	437/month
Vacuum Air Pump:	
• Daily Rate.....	116/day
• Weekly Rate.....	578/week
• Monthly Rate.....	1,733/month
Downhole Video Camera System.....	231/day
Weed Trimmer:	
• Daily Rate.....	29/day
• Weekly Rate.....	146/week
• Monthly Rate.....	437/month
Safety Equipment:	
• Tyvek Suit (each)	18/each
• Polyethylene suit (each).....	24/each
• Nitrile gloves (per pair).....	18/each
• PVC Gloves (per pair).....	18/each
• Rubber booties (per pair).....	18/each
• Organic Vapor Cartridges (per pair).....	24/each
• Organic Vapor/Acid Cartridges (per pair).....	29/each
• Cartridges pre-filters (per pair)	18/each

	Rate (\$)
Safety Equipment Continued:	
• Half face respirator (each).....	24/day
• Full face respirator (each).....	29/day
• Ventilator/manhole blowers.....	29/day
• Parachute harness.....	13/day
• Tripod:	
- Daily Rate.....	86/day
- Weekly Rate.....	432/week
- Monthly Rate.....	1,296/month
• SCBA.....	231/day

General Terms

1. Rates are in effect until April 30, 2024. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

ATTACHMENT 3

Amendment No. 1 – Professional Services Agreement

SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services and Engineering and
Operation and Maintenance Services for the Landfill Gas Collection System – 2021)

This AMENDMENT No. 1 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and SCS Engineers (“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 engineering, operation, and maintenance services for the landfill gas collection system at the Caja del Rio Landfill (RFP No. '22/16/P).

Pursuant to Article 22, 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 continuation of Tasks 1, 2 and 3 – Engineering, Operation and Maintenance Services for calendar year 2023 and Task 4 – Post-Submittal Services for 2021 Title V Renewal Application, and add Task 6 – Gas System Expansion Design as described in the Scope of Services 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 One Hundred Seventy-Nine Thousand One Hundred Forty-Eight

Dollars and No Cents (\$179,148.00) 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 Three Hundred Thirty-Nine Thousand Eight Hundred Eighteen Dollars and No Cents (\$339,818.00), including applicable gross receipts taxes pursuant to the rates and fee schedule as contained in Exhibits B and C attached hereto.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$160,670.00
AMENDMENT NO. 1	\$179,148.00
CONTRACT TO DATE	\$339,818.00

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. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing reimbursement expenses shall be itemized

3. TERM AND EFFECTIVE DATE

Article 4, 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 November 18, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.

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

by the Agency and Contractor.

4. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen 11/17/22
Anna Hansen Date:
Chair, Joint Powers Board

ATTEST:

Katharine E. Clark 11/28/2022
Katharine E. Clark Date
Santa Fe County Clerk



CONTRACTOR:

Ryan Kuntz 11/21/2022
Ryan Kuntz, P.E. Date
Vice President/Satellite Office Manager
SCS Engineers

APPROVED AS TO FORM:

Nancy R. Long 11-18-2022
Nancy R. Long Date:
Agency Attorney

EXHIBIT A
Scope of Services

**EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK
AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES,
ENGINEERING, AND OPERATION AND MAINTENANCE SERVICES FOR
THE LANDFILL GAS COLLECTION SYSTEM AT
THE CAJA DEL RIO LANDFILL**

Project Description

This scope of services is to provide SFSWMA the following: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP #’22/16/P). This grouping of services consists of compliance-related services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; New Source Performance Standards (NSPS) reporting; and National Emission Standards for Hazardous Air Pollutants (NESHAPS) reporting. It also includes operation and maintenance services (both routine and non-routine) for the gas collection and control system (GCCS).

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated October 18, 2022, and subsequent discussions with SFSWMA, SCS proposes to organize our work for 2023 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – O&M Routine and Non-Routine Services;
- Task 4 – Post-Submittal Services (2021 Title V Renewal Application); and
- Task 6 – Gas System Expansion Design

Tasks 1 and 3 are updated with new budgets annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. Task 4 is included to respond any follow-up questions or comments from NMED pertaining to the Title V Renewal Application submitted in August 2021. No new gas system construction is anticipated to be needed during the 2023 period of this scope; however, we are including Task 6, related to the gas system expansion design. This would facilitate the bidding services and construction in Year 3 (2024) to avoid construction during winter months.

The following items are future tasks anticipated to be needed through the contract period, but not likely to be needed until 2024. As such, these will be fully priced and authorized in future amendments to this agreement:

- Task 7 – Bidding Support Services;
- Task 8 – Gas System CQA; and
- Task 9 – Title V Permit Renewal.

SCOPE OF WORK

Task 1 – Air-Related Reporting

Subtask 1.1 - NSPS, NESHAPs, and Title V Reporting

Task 1 includes services in calendar year 2023 related to required New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Title V reporting. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAA. These NSPS and NESHAPS reports although requiring much of the same information, will be submitted in separate reports but concurrently. Reports will be submitted to NMED in April 2023 and in October 2023 for a total of four reports.

Under 40 CFR 60, Subpart XXX, liquids reporting is required annually under 40 CFR 60, §767(k) for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. We understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting to NMED. As such, this task covers preparation and submittal of this report by no later than September 27, 2023.

The Title V reports document the facility's compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this Task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2023 and in October 2023. Please note that the number of reports is expected to be three Title V Semi-Annual Reports and two Title V Annual Compliance Certifications due separate reports required for each Title V Permit following the approval of the Title V Renewal Application currently under review by NMED.

NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and NESHAPS report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will upload these reports to NMED's Secure Extranet Portal (SEP) for SFSWMA to certify and submit.

***Deliverables:** Inclusive of ten (10) reports described above (2 NSPS, 2 NESHAPS, 1 Liquids, 3 Title V Semi-Annual, and 2 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA's records in addition to the appropriate copies for the Air Quality Bureau (AQB). In addition, all deliverables will be provided electronically in PDF format.*

Subtask 1.2 - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2022 emissions inventory for the Caja del Rio Landfill. This task also includes the emissions inventory for Buckman Road Recycling and Transfer Station (BuRRT). Like last year, these inventories, which will be filed online, are scheduled to be submitted by April 1, 2023. In preparation for this task, SCS will prepare a list of needed information for each facility. These lists will include everything SCS needs to calculate 2022 emissions, such as 2022 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations will not be required since Federal reporting is prepared. However, SCS will compile and submit GHG emissions to AQB also if needed as part of this task for the landfill only.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittals to AQB as the certifier. PDFs of the emissions spreadsheets will be provided to SFSWMA and AQB, consistent with what has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that any emissions fees themselves are not included in this proposal.

Deliverables: PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare sealed memorandum hard copies for SFSWMA files.

Subtask 1.3 - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2022 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2023. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, as of 2022, AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2022 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this data throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. SCS will enter the landfill's data into an XML programming tool for uploading into EPA's e-GGRT system. Upon completion of the XML tool, SCS will work with the SFSWMA's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed. This memorandum will be sealed by a professional engineer registered in the State of New Mexico.

Deliverables: The reporting is electronic; however, as noted in this scope, SCS will prepare a sealed memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work or engineering design generally associated the gas system or emissions control, including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Deliverables: Although the items to be covered under this task are associated with on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored on a monthly basis per NSPS/NESHAPS requirements. During the past year, SCS has performed regular monthly monitoring of the 29 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date in 2022, as wells have been maintained within required operating parameters. However, we advise that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2023 scope of work for availability if needed. Initial and second monthly readings (15day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS/NESHAPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature and pressure variations over the month; or other circumstances that warrant twice-a-month readings.

During the monthly visits, typical routine services for the wellfield will involve:

- Monitoring and adjusting the 29 extraction wells so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.
-

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database. Since SCS eTools is an SCS' proprietary application, the use of SCS eTools will be provided subject to SCS Standard Technology Services Agreement terms.

If extraction wells do not adhere to NSPS/NESHAPS parameters (less than 145 °F and less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS/NESHAPS requirements stipulating that some corrective action is made on non-compliant wells within 5 days of an exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedances(s), SCS will re-monitor the wells within 15 days of the initial noncompliant reading. SCS will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and

- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

Any damage, leaks, or breaks in piping;

- Unusual noise/vibrations/functions; and
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services for the flare, blower, and associated equipment as recommended by the manufacturer of the flare - John Zink Maintenance for the blower/flare station will include, but not be limited to:

Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;

- Periodic switching of the blowers (monthly basis);
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous Yokogawa recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);
- Other maintenance items as required by the John Zink O&M Manual for blower/flare station (time interval varies by equipment and manufacturer);
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not "stuck in place" (quarterly basis);
- Flame arrestor cleaning (typically annually or an increase in differential pressure occurs);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- Ultraviolet scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter's inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss, requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month's activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

SCS' approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be "performing" as usual and adjustments to wells

will be difficult to make and/or many wells could also have NSPS/NESHAPS compliance issues. One example involves higher than normal vacuum. Wells would be “over-pulled” as a result of this higher vacuum. If this condition (“overpulling”) is not immediately identified and investigated, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed piping.

Once the wellfield is read, the technician will then return to the blower/flare station and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

SCS will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAAA. The technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located) at 30-meter spacing in a grid pattern. The SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: Hard copy O&M reports will be provided to SFSWMA monthly GCCS and SEM monitoring reports will be provided quarterly.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect

the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major nonroutine service.

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

During an emergency event, the Field Services Project Manager and/or other SCS staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Task 4 – Post-Submittal Services (2021 Title V Renewal Application)

This task is to cover the following services that may be required due to the submittal of the Title V renewal application submitted to NMED in August 2021. Follow-up services may include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

These services will likely be required in 2023 year as NMED did not complete the review process in 2022. As such, this task, while expected to be in Year 1 of this contract originally, is being extended into Year 2.

Deliverables: Although the items to be covered under this task are on an as-needed basis to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system (GCCS) will have been in place in excess of 5 years during the contract period. Per the current federal NSPS/NESHAPS Rules for landfills, gas collection from Cell 6B will be required by March 2025. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 6B as required by the NSPS/NESHAPS rules. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill at the time of performing this task will be sufficient for development of the construction plans. However, should updates to the survey be necessary, we will advise SFSWMA of the area requiring an updated survey for design purposes. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer. Necessary pre-construction surveys will be performed under Task 8.

SCS will prepare bid documents and specifications for this construction project. Bid items will be clearly identified. Consistent with prior bid documents prepared by SCS, we have assumed that "frontend" bid documents and standards will be provided to SCS for inclusion into the bid documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to SCS' standard specifications for "General Requirements," (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (includes pump and sump, if required).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of probable cost of construction. SCS will perform the necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and

condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

This task has been included in Year 2 to facilitate construction outside of winter months at the end of Year 3 and beginning of Year 4. Unless otherwise requested by SFSWMA, SCS will begin this work starting in September/October of 2023 following a notice-to-proceed by SFSWMA for this task. If this task is not utilized in Year 2, it will be performed in Year 3.

Deliverables: Electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.

SCHEDULE FOR AUTHORIZED TASKS 1 THROUGH 4 AND 6

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Task 1 – Annual NSPS, NESHAPS, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2023. Data will be collected, processed, and emissions calculation prepared. In March 2023, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2023, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – Various routine O&M services will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services may be needed at any time.

Task 4 – Post-Submittal Services for the 2021 Title V Renewal Application will be performed on an asneeded basis and is based on NMED's comments and requests during the review until the renewal has been approved.

Task 6 – Gas system expansion design services will commence in September/October and be completed in November 2023, unless otherwise directed by SFSWMA to postpone this work until Year 3.

SCOPE FOR FUTURE TASKS

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of the GCCS expansion construction project. Services to be provided shall include the following:

- Attendance by SCS at a pre-bid conference for the project.
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders.
- Addenda will be issued, if necessary, to all plan holders.
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents.
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

This task will also include fees for air travel expenses, hotel, and rental car for attendance at the prebid conference.

Deliverables: Meeting minutes from the pre-bid conference, any written responses to bidder questions, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.

Task 8 – Gas System CQA

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction during the contract term. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Subtask 8.1 – Pre-Construction Topographical and LFG Extraction Wells Survey

The specific survey services to be provided for this subtask are as follows:

- SCS will provide a pre-construction topographical survey of GCCS expansion area, if necessary, to confirm landfill gas (LFG) extraction well and piping locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm topographic grades of the landfill for the GCCS expansion.
- The pre-construction topographical survey will be reviewed by SCS and the construction plans modified as necessary to accommodate existing grades prior to construction.
- SCS will provide a pre-construction survey of the proposed landfill gas (LFG) extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.
- This pre-construction survey of the proposed LFG extraction wells will be reviewed and approved by the Certifying Engineer who is a Professional Engineer registered in the State of New Mexico. The surface elevations obtained for the well locations will be used to develop the issued-for-construction well schedule for the project.

Deliverables: Electronic copies will be provided of the modified construction plans (if necessary), and issued-for-construction well schedule for SFSWMA files along with printouts (up to 3 hard copies of the revised construction plans). All deliverables will be provided electronically via PDF.

Subtask 8.2 – Field CQA Services for LFG Extraction Well and Piping Installation

This subtask includes the field CQA services required during the LFG extraction system expansion. SCS will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

The specific services to be provided during LFG extraction well installation are as follows:

- SCS' inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS' inspector will document construction activities through field notes and/or photographs and significant events (including weather delays) on a daily basis. Significant changes in quantity and time will be recorded.
- SCS' inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report, as described in Subtask 8.4.

The specific services to be provided during LFG piping installation are as follows:

- An SCS inspector will be on-site daily during installation and testing of LFG collection and condensate management piping.
- Observe the installation of lateral/header piping and condensate management system components, including condensate sumps, piping, and valves.
- Documentation and observation for conformance with the construction plans and specifications:
- Review, observe, and document pneumatic pipe pressure testing.
- SCS' inspector will provide record location and elevation surveys of installed components and verify proper slopes and depths of piping prior to burial, as necessary, consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and inspector will be capable of inverting slopes in the field to provide immediate verification of pipe slopes to the Contractor. The survey equipment will be available for use on-site during all times that construction activities are ongoing.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

SCS assumes that this subtask will require daily observation. As such, the above services for Subtask 8.2 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day, Monday through Saturday over the construction duration. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Subtask 8.3 – Project Management during LFG Collection System Expansion

This subtask includes overall project management and oversight by a Professional Engineer registered in the State of New Mexico during the entire project, including extraction well, collection piping, and condensate management system installation. The specific services to be provided for this subtask are as follows:

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Reviewing and processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.

- Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, intermediate meetings/inspections; and a final inspection/walkthrough at substantial completion.

In addition to onsite inspections/meetings, SCS has assumed up seven (7) hours per week over the construction duration will be sufficient for the services provided in this subtask.

Subtask 8.4 – Construction Documentation Report

This task includes preparation of a construction documentation report. This report will include record drawings and surveys, including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, and valves, and other infrastructure installed during the course of the project. The construction report will include a project overview, record survey, results of lab and field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtasks 8.2 and 8.3. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Title V Permit Renewal

The current Title V permit became effective on August 30, 2017, and a renewal application was required four years from that date (by August 30, 2021). The Title V Renewal Application was submitted prior to August 30, 2021 and is still currently under review by NMED. This task is to cover the preparation of a subsequent renewal application once the timeline of the next required renewal deadline is confirmed (i.e., one year earlier than the next permit's expiration date). For this task, SCS will work closely with Air Quality Services, Inc. (AQS) based in Santa Fe, as they are available when the renewal is required.

As an initial task for this work, SCS will prepare a list of needed information from SFSWMA. This information needs list will include everything SCS needs to prepare the renewal application. SCS will then prepare the application to renew the Title V permit. This renewal application will contain NMED's appropriate forms; currently the universal application parts one, two, three, and four. During preparation of the application, SCS will work with SFSWMA to verify the different emission sources that must be included, and to update this information where these sources might differ from what is currently permitted. Title V permit renewals do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, as you approve.

In addition to the above scope of work, this task may cover the following services after the submittal of the Title V renewal application to NMED. Follow-up services may include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

These follow-up submittal services will likely fall into the next 4-year contract period. However, if any of these services are required, SCS may prepare a separate amendment for your consideration.

Deliverables: Electronic copies will be provided of all application components for SFSWMA files along with printouts (up to 6 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.

EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2023 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL

Task	Date												
	2022	2023											
	D	J	F	M	A	M	J	J	A	S	O	N	
1 - Annual NSPS, NESHAPs, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting													<= Prepare NM Emissions Inventories and GHG Emissions by March 31, 2023. Prepare NSPS/NESHAPS/TV Reports by April 30 and October 30, 2023. Liquids reporting due by September 28, 2023.
2 - Engineering On-Call Services													<= Perform additional services tasks as needed.
3 - O&M Routine Services													<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring													<= Perform quarterly.
3 - O&M Non-Routine Services													<= Perform as-needed.
4 - Post-Submittal Support Services (2021 Title V Renewal Application)													<= Perform as-needed.
6 - Gas System Expansion Design													

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EXHIBIT B

Task Fees

Exhibit B. Rates and Not-to-Exceed Fees
2023 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	2	\$460.00
Project Manager 2	\$185.00	hours	9	\$1,665.00
Project Manager 1	\$175.00	hours	25	\$4,375.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$130.00	hours	91	\$11,830.00
Secretarial/Clerical	\$75.00	hours	12	\$900.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Subtotal Less Gross Receipts Tax				\$20,090.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 1				\$20,090.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	10	\$2,300.00
Project Manager 2	\$185.00	hours	14	\$2,590.00
Project Manager 1	\$175.00	hours	12	\$2,100.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$130.00	hours	40	\$5,200.00
Secretarial/Clerical	\$75.00	hours	6	\$450.00
Expenses				
Telephone/Fax/Postage	\$20.00	lump sum	1	\$20.00
Reproduction	\$40.00	lump sum	1	\$40.00
Subtotal Less Gross Receipts Tax				\$12,960.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 2				\$12,960.00

Task 3 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,415.00	lump sum	1	12	\$28,980.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$630.00	lump sum	1	4	\$2,520.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,700.00	lump sum	1	4	\$6,800.00
Reporting (O&M, SEM, SSMs)	\$1,500.00	lump sum	1	12	\$18,000.00
Subtotal Less Gross Receipts Tax					\$74,300.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,808.38
Subtotal Task 3 - Routine Services					\$78,108.38
Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$40,000.00	lump sum	1	1	\$40,000.00
Subtotal Less Gross Receipts Tax					\$40,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,050.00
Subtotal Task 3 - Non-Routine Services					\$42,050.00
Total Task 3					\$120,158.38

NOTES:

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

Exhibit B. Rates and Not-to-Exceed Fees
2023 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 4 - Post-Submittal Services (2021 Title V Permit Renewal)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	1	\$230.00
Project Manager 2	\$185.00	hours	4	\$740.00
Project Manager 1	\$175.00	hours	20	\$3,500.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$130.00	hours	10	\$1,300.00
Secretarial/Clerical	\$75.00	hours	2	\$150.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$100.00	lump sum	1	\$100.00
Subtotal Less Gross Receipts Tax				\$6,380.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 4				\$6,380.00

Task 5 - GCCS Design Plan Amendment (AAAA Update)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	0	\$0.00
Project Manager 2	\$185.00	hours	0	\$0.00
Project Manager 1	\$175.00	hours	0	\$0.00
CAD Designer	\$130.00	hours	0	\$0.00
Staff Professional 3	\$130.00	hours	0	\$0.00
Secretarial/Clerical	\$75.00	hours	0	\$0.00
Expenses				
Telephone/Fax/Postage	\$125.00	lump sum	0	\$0.00
Reproduction	\$125.00	lump sum	0	\$0.00
Subtotal Less Gross Receipts Tax				\$0.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 5				\$0.00

Task 6 - Gas System Expansion Design				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$230.00	hours	8	\$1,840.00
Project Manager 2	\$185.00	hours	0	\$0.00
Project Manager 1	\$175.00	hours	32	\$5,600.00
CAD Designer	\$130.00	hours	60	\$7,800.00
Staff Professional 3	\$130.00	hours	24	\$3,120.00
Secretarial/Clerical	\$75.00	hours	4	\$300.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$600.00	lump sum	1	\$600.00

Exhibit B. Rates and Not-to-Exceed Fees
2023 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Subtotal Less Gross Receipts Tax	\$19,560.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)	\$0.00
Subtotal Task 6	\$19,560.00

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$20,090
Task 2 - Engineering On-Call Services Total	\$12,960
Task 3 - Routine O&M Services Total	\$78,108
Task 3 - Non Routine O&M Services Total	\$42,050
Task 4 - Post-Submittal Services (2021 Title V Permit Renewal) Total	\$6,380
Task 5 - GCCS Design Plan Amendment (AAAA Update) Total	\$0
Task 6 - Gas System Expansion Design Total	\$19,560
GRAND TOTAL	\$179,148

EXHIBIT C
Fee Schedule

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2021 through November 30, 2022)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	75
Project Administrator	75
Secretarial/Clerical	75
CAD Draftsperson	85
Senior Project Administrator	90
Technician	95
Associate Staff Professional	105
Sr. Technician.....	105
Office Service Manager	115
Staff Professional I	120
Staff Professional II	125
Staff Professional III.....	130
CAD Designer	130
Project Professional I	140
Project Professional II	145
H&S Specialist	150
CQA Manager	170
Project Professional III	170
Project Manager I.....	175
Project Manager II.....	185
Project Director I	205
Project Director II	220
Satellite Office Manager	230
Principal	230
SCS Field Services - Technical Field Personnel	
Laborer	65
Fusion Technician	85
Technician	85
Senior Technician	115
Superintendent	125
Senior Superintendent	150
Field Compliance Officer	172

General Terms

1. Labor rates are in effect until November 30, 2023. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.72 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. These rates are based on non-union, non-prevailing wage scales.
8. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
9. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective December 1, 2021 through November 30, 2022)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate.....	198/day
• Weekly Rate.....	990/week
• Monthly Rate.....	2,970/month
Gazoscan Kit	
• Daily Rate.....	200/day
• Weekly Rate.....	1,000/week
• Monthly Rate.....	3,000/month
GEM 5000 w/H₂S/CO	
• Daily Rate.....	214/day
• Weekly Rate.....	1,070/week
• Monthly Rate.....	3,210/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:	
• Daily Rate.....	214/day
• Weekly Rate.....	1,070/week
• Monthly Rate.....	3,210/month
Q Rae Gas Analyzer O₂/H₂S/CO/Combustibles	54/day
Micro Max Gas Analyzer O₂/H₂S/CO/COI Combustibles	54/day
4 Gas Meter.....	54/day
Magnehelic Pressure Meter	12/day
Digital Readout Thermocouple.....	27/day
Dewatering Pump (Trash Pump)	48/day
Dräger Detector Tubes/Pump.....	22/each
MiniRae 2000/3000 PID:	
• Daily Rate.....	161/day
• Weekly Rate.....	805/week
• Monthly Rate.....	2,415/month
RKI Eagle II:	
• Daily Rate.....	161/day
• Weekly Rate.....	805/week
• Monthly Rate.....	2,415/month

Rate (\$)

Air Sampling Station:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate..... 810/month

Pipe Laser:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate..... 810/month

PAS 3000 Personal Air Sampling Pump27/day
 Tedlar Bag (10-Liter) 43/each
 Sample Flow Controller/Tier II Gauge.....45/day
 Non-Contaminating Air Sampling Pump27/day
 Interface Probe.....54/day

Handheld GPS:

- Daily Rate27/day
- Weekly Rate135/week
- Monthly Rate..... 405/month

Submersible Pump:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate..... 810/month

Water Level Indicator:

- Daily Rate22/day
- Weekly Rate110/week
- Monthly Rate..... 330/month

Water Level Meter w/Temperature:

- Daily Rate48/day
- Weekly Rate240/week
- Monthly Rate..... 720/month

100-Foot Temperature Probe:

- Daily Rate17/day
- Weekly Rate85/week
- Monthly Rate..... 255/month

Teflon Well Bailer 27/each
 Vacuum Box/Carbon Canister and Blower 161/day
 Tool Truck 22/hour

Rate (\$)

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate..... 118/day
- Weekly Rate.....590/week
- Monthly Rate..... 1,770/month

No. 26 P.E. Fusion Machine (2"-6"):

- Daily Rate..... 145/day
- Weekly Rate.....725/week
- Monthly Rate..... 2,175/month

No. 28 P.E. Fusion Machine (2"-8")

- Daily Rate..... 193/day
- Weekly Rate.....965/week
- Monthly Rate..... 2,895/month

No. 412 P.E. Fusion Machine (4"-12"):

- Daily Rate..... 295/day
- Weekly Rate..... 1,475/week
- Monthly Rate..... 4,425/month

No. 618 P.E. Fusion Machine (6"-18"):

- Daily Rate..... 509/day
- Weekly Rate..... 2,545/week
- Monthly Rate..... 7,635/month

No. 824 P.E. Fusion Machine (8"-24"):

- Daily Rate..... 1,017/day
- Weekly Rate..... 5,085/week
- Monthly Rate..... 15,255/month

Trackstar 500 Fusion Machine

- Daily Rate..... 455/day
- Weekly Rate..... 2,275/week
- Monthly Rate..... 6,825/month

Sidewinder Fusion Machine

- Daily Rate..... 161/day
- Weekly Rate.....805/week
- Monthly Rate..... 2,415/month

Rate (\$)

Electrofusion Processor Machine:

- Daily Rate 188/day
- Weekly Rate 940/week
- Monthly Rate 2,820/month

Leister Extrusion Welding Gun	161/day
Air Compressor	65/day
Arc Welder	80/day
Generator (3,500-Watt)	65/day
Generator (5,000-Watt)	80/day
Generator (6,000-Watt)	85/day
Generator (8,000-Watt)	90/day

Isolation Pinch-off Tool (1"-4"):

- Daily Rate 43/day
- Weekly Rate 215/week
- Monthly Rate 645/month

Isolation Pinch-off Tool (2"-8"):

- Daily Rate 65/day
- Weekly Rate 325/week
- Monthly Rate 975/month

Isolation Pinch-off Tool (8"-12"):

- Daily Rate 107/day
- Weekly Rate 535/week
- Monthly Rate 1,605/month

4-Wheeler (ATV/UTV):

- Daily Rate 54/day
- Weekly Rate 270/week
- Monthly Rate 810/month

4-Wheeler with 44" Mow Deck:

- Daily Rate 107/day
- Weekly Rate 535/week
- Monthly Rate 1,605/month

Riding Mower:

- Daily Rate 188/day
- Weekly Rate 940/week
- Monthly Rate 2,820/month

Chain Saw:

- Daily Rate 12/day

Rate (\$)

- Weekly Rate60/week
- Monthly Rate.....180/month

Horiba Water Quality Meter:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate..... 810/month

Hydrogen Sulfide Meter:

- Daily Rate 204/day
- Weekly Rate 1,020/week
- Monthly Rate..... 3,060/month

Infrared Thermometer:

- Daily Rate12/day
- Weekly Rate60/week
- Monthly Rate..... 180/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 107/day
- Weekly Rate535/week
- Monthly Rate..... 1,605/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate80/day
- Weekly Rate400/week
- Monthly Rate..... 1,200/month

Earth/Resistance Tester:

- Daily Rate 107/day
- Weekly Rate535/week
- Monthly Rate..... 1,605/month

Pitot Tube and Gauges:

- Daily Rate12/day
- Weekly Rate60/week
- Monthly Rate..... 180/month

Pressure Washer:

- Daily Rate54/day
- Weekly Rate270/week

	Rate (\$)
• Monthly Rate.....	810/month

Turbidity Meter/Conductivity Meter:

• Daily Rate.....	27/day
• Weekly Rate.....	135/week
• Monthly Rate.....	405/month

Vacuum Air Pump:

• Daily Rate.....	107/day
• Weekly Rate.....	535/week
• Monthly Rate.....	1,605/month

Downhole Video Camera System.....	214/day
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Weed Trimmer:

• Daily Rate.....	27/day
• Weekly Rate.....	135/week
• Monthly Rate.....	405/month

Safety Equipment:

• Tyvek Suit (each)	17/each
• Polyethylene suit (each)	22/each
• Nitrile gloves (per pair)	17/each
• PVC Gloves (per pair).....	17/each
• Rubber booties (per pair)	17/each
• Organic Vapor Cartridges (per pair).....	22/each
• Organic Vapor/Acid Cartridges (per pair).....	27/each
• Cartridges pre-filters (per pair)	17/each

Safety Equipment Continued:

• Half face respirator (each)	22/day
• Full face respirator (each).....	27/day
• Ventilator/manhole blowers	27/day
• Parachute harness	12/day
• Tripod:	
- Daily Rate	80/day
- Weekly Rate.....	400/week
- Monthly Rate	1,200/month
• SCBA.....	214/day

General Terms

1. Rates are in effect until November 30, 2023. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2021 through November 30, 2022)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	75
Project Administrator	75
Secretarial/Clerical	75
CAD Draftsperson	85
Senior Project Administrator	90
Technician	95
Associate Staff Professional	105
Sr. Technician	105
Office Service Manager	115
Staff Professional I	120
Staff Professional II	125
Staff Professional III	130
CAD Designer	130
Project Professional I	140
Project Professional II	145
H&S Specialist	150
CQA Manager	170
Project Professional III	170
Project Manager I	175
Project Manager II	185
Project Director I	205
Project Director II	220
Satellite Office Manager	230
Principal	230
SCS Field Services - Technical Field Personnel	
Laborer	65
Fusion Technician	85
Technician	85
Senior Technician	115
Superintendent	125
Senior Superintendent	150
Field Compliance Officer	172

General Terms

1. Labor rates are in effect until November 30, 2023. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.72 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. These rates are based on non-union, non-prevailing wage scales.
8. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
9. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective December 1, 2021 through November 30, 2022)

	Rate (\$)
GEM 2000 NAV/5000 NAV/Envision Gas Analyzer(s):	
• Daily Rate	198/day
• Weekly Rate	990/week
• Monthly Rate	2,970/month
Gazoscan Kit	
• Daily Rate	200/day
• Weekly Rate	1,000/week
• Monthly Rate	3,000/month
GEM 5000 w/H₂S/CO	
• Daily Rate	214/day
• Weekly Rate	1,070/week
• Monthly Rate	3,210/month
SEM 500/TVA 2020/TDL 500/ Site FID Emissions Monitor/Irwin Inficon SEM:	
• Daily Rate	214/day
• Weekly Rate	1,070/week
• Monthly Rate	3,210/month
Q Rae Gas Analyzer O ₂ /H ₂ S/CO/Combustibles	54/day
Micro Max Gas Analyzer O ₂ /H ₂ S/CO/COI Combustibles	54/day
4 Gas Meter	54/day
Magnehelic Pressure Meter	12/day
Digital Readout Thermocouple	27/day
Dewatering Pump (Trash Pump)	48/day
Dräger Detector Tubes/Pump	22/each
MiniRae 2000/3000 PID:	
• Daily Rate	161/day
• Weekly Rate	805/week
• Monthly Rate	2,415/month
RKI Eagle II:	
• Daily Rate	161/day
• Weekly Rate	805/week
• Monthly Rate	2,415/month

Rate (\$)

Air Sampling Station:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate 810/month

Pipe Laser:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate 810/month

- PAS 3000 Personal Air Sampling Pump27/day
- Tedlar Bag (10-Liter) 43/each
- Sample Flow Controller/Tier II Gauge.....45/day
- Non-Contaminating Air Sampling Pump27/day
- Interface Probe.....54/day

Handheld GPS:

- Daily Rate27/day
- Weekly Rate135/week
- Monthly Rate 405/month

Submersible Pump:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate 810/month

Water Level Indicator:

- Daily Rate22/day
- Weekly Rate110/week
- Monthly Rate 330/month

Water Level Meter w/Temperature:

- Daily Rate48/day
- Weekly Rate240/week
- Monthly Rate 720/month

100-Foot Temperature Probe:

- Daily Rate17/day
- Weekly Rate 85/week
- Monthly Rate 255/month

- Teflon Well Bailer 27/each
- Vacuum Box/Carbon Canister and Blower 161/day
- Tool Truck 22/hour

Rate (\$)

No. 14 P.E. Fusion Machine (1"-4"):

- Daily Rate..... 118/day
- Weekly Rate.....590/week
- Monthly Rate..... 1,770/month

No. 26 P.E. Fusion Machine (2"-6"):

- Daily Rate..... 145/day
- Weekly Rate.....725/week
- Monthly Rate..... 2,175/month

No. 28 P.E. Fusion Machine (2"-8")

- Daily Rate..... 193/day
- Weekly Rate.....965/week
- Monthly Rate..... 2,895/month

No. 412 P.E. Fusion Machine (4"-12"):

- Daily Rate..... 295/day
- Weekly Rate..... 1,475/week
- Monthly Rate..... 4,425/month

No. 618 P.E. Fusion Machine (6"-18"):

- Daily Rate..... 509/day
- Weekly Rate..... 2,545/week
- Monthly Rate..... 7,635/month

No. 824 P.E. Fusion Machine (8"-24"):

- Daily Rate..... 1,017/day
- Weekly Rate..... 5,085/week
- Monthly Rate..... 15,255/month

Trackstar 500 Fusion Machine

- Daily Rate..... 455/day
- Weekly Rate..... 2,275/week
- Monthly Rate..... 6,825/month

Sidewinder Fusion Machine

- Daily Rate..... 161/day
- Weekly Rate.....805/week
- Monthly Rate..... 2,415/month

	Rate (\$)
Electrofusion Processor Machine:	
• Daily Rate	188/day
• Weekly Rate	940/week
• Monthly Rate	2,820/month
Leister Extrusion Welding Gun	161/day
Air Compressor	65/day
Arc Welder	80/day
Generator (3,500-Watt)	65/day
Generator (5,000-Watt)	80/day
Generator (6,000-Watt)	85/day
Generator (8,000-Watt)	90/day
Isolation Pinch-off Tool (1"-4"):	
• Daily Rate	43/day
• Weekly Rate	215/week
• Monthly Rate	645/month
Isolation Pinch-off Tool (2"-8"):	
• Daily Rate	65/day
• Weekly Rate	325/week
• Monthly Rate	975/month
Isolation Pinch-off Tool (8"-12"):	
• Daily Rate	107/day
• Weekly Rate	535/week
• Monthly Rate	1,605/month
4-Wheeler (ATV/UTV):	
• Daily Rate	54/day
• Weekly Rate	270/week
• Monthly Rate	810/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	107/day
• Weekly Rate	535/week
• Monthly Rate	1,605/month
Riding Mower:	
• Daily Rate	188/day
• Weekly Rate	940/week
• Monthly Rate	2,820/month
Chain Saw:	
• Daily Rate	12/day

Rate (\$)

- Weekly Rate60/week
- Monthly Rate.....180/month

Horiba Water Quality Meter:

- Daily Rate54/day
- Weekly Rate270/week
- Monthly Rate..... 810/month

Hydrogen Sulfide Meter:

- Daily Rate 204/day
- Weekly Rate 1,020/week
- Monthly Rate..... 3,060/month

Infrared Thermometer:

- Daily Rate12/day
- Weekly Rate60/week
- Monthly Rate..... 180/month

Micropurge Flow Cell (Groundwater):

- Daily Rate 107/day
- Weekly Rate535/week
- Monthly Rate..... 1,605/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate80/day
- Weekly Rate400/week
- Monthly Rate..... 1,200/month

Earth/Resistance Tester:

- Daily Rate 107/day
- Weekly Rate535/week
- Monthly Rate..... 1,605/month

Pitot Tube and Gauges:

- Daily Rate12/day
- Weekly Rate60/week
- Monthly Rate..... 180/month

Pressure Washer:

- Daily Rate54/day
- Weekly Rate270/week

- Monthly Rate..... 810/month

Turbidity Meter/Conductivity Meter:

- Daily Rate27/day
- Weekly Rate135/week
- Monthly Rate..... 405/month

Vacuum Air Pump:

- Daily Rate 107/day
- Weekly Rate535/week
- Monthly Rate..... 1,605/month

Downhole Video Camera System..... 214/day

Weed Trimmer:

- Daily Rate27/day
- Weekly Rate135/week
- Monthly Rate..... 405/month

Safety Equipment:

- Tyvek Suit (each) 17/each
- Polyethylene suit (each)..... 22/each
- Nitrile gloves (per pair) 17/each
- PVC Gloves (per pair)..... 17/each
- Rubber booties (per pair)..... 17/each
- Organic Vapor Cartridges (per pair)..... 22/each
- Organic Vapor/Acid Cartridges (per pair)..... 27/each
- Cartridges pre-filters (per pair) 17/each

Safety Equipment Continued:

- Half face respirator (each).....22/day
- Full face respirator (each).....27/day
- Ventilator/manhole blowers27/day
- Parachute harness12/day
- Tripod:
 - Daily Rate80/day
 - Weekly Rate.....400/week
 - Monthly Rate 1,200/month
- SCBA..... 214/day

General Terms

1. Rates are in effect until November 30, 2023. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

ATTACHMENT 4
Professional Services Agreement
with
SCS Engineers

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
SCS ENGINEERS
(Air Quality Permitting and Compliance Reporting Services and Engineering and Operation
and Maintenance Services for the Landfill Gas Collection System – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and SCS Engineers (“Contractor”) for landfill gas engineering and operation and maintenance services and air quality permitting and compliance reporting services (RFP No. '22/16/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of 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 Sixty Thousand Six Hundred Seventy Dollars and No Cents (\$160,670), as contained in Exhibits B and C attached hereto.

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 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. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, 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.

5. 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 Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

6. APPROPRIATIONS

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

7. 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.

8. 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.

9. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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 \$2,000,000 for each occurrence and \$4,000,000 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 Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$2,000,000 for each claim.

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.

15. 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.

16. RECORDS AND AUDIT

Contractor shall maintain throughout the term of this Agreement and for a period of three years thereafter detailed records that indicate the date, time, and nature of services rendered. These records shall be subject to inspection by the Agency, City of Santa Fe Finance Department, and the State Auditor. The Agency shall have the right to audit the billing both before and after payment.

Payment under this Agreement shall not foreclose the right of the Agency to recover excessive or illegal payments.

17. 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.

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. 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.

20. NON-DISCRIMINATION

During the term of this Agreement, Contractor shall not discriminate against any employee or applicant for an employment position to be used in the performance of the services Contractor

undertakes pursuant to this Agreement on the basis of ethnicity, race, age, religion, creed, color, national origin, ancestry, sex, gender, sexual orientation, physical or mental disability, medical condition, or citizenship status.

21. 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.

22. AMENDMENT

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

23. 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.

24. 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.

25. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR: Mr. Ryan Kuntz, P.E.
Vice President/Satellite Office Manager
SCS Engineers
1901 Central Drive, Suite 550
Bedford, Texas 76021

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

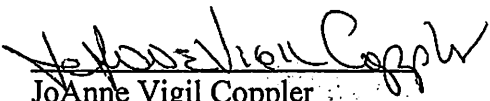
C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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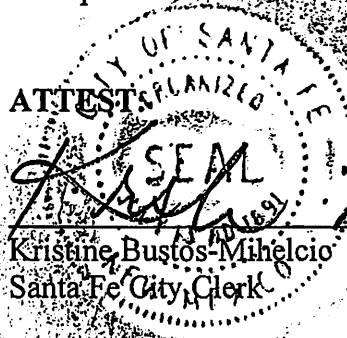
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

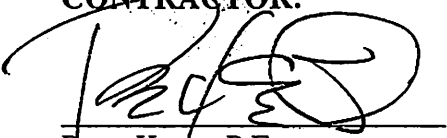

JoAnne Vigil Coppler
Chairperson

11/18/2021
Date:

ATTEST:

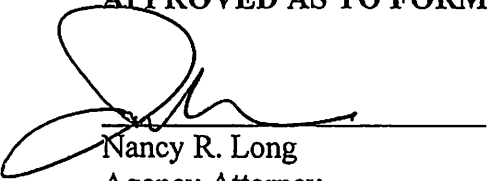

Kristine Bustos-Mihelcio
Santa Fe City Clerk

CONTRACTOR:


Ryan Kurtz, P.E.
Vice President/Satellite Office Manager
SCS Engineers

11/22/2021
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.19.2021
Date:

EXHIBIT A
Scope of Services

EXHIBIT A – PROJECT DESCRIPTION AND SCOPE OF WORK AIR QUALITY PERMITTING AND COMPLIANCE REPORTING SERVICES, ENGINEERING, AND OPERATION AND MAINTENANCE SERVICES FOR THE LANDFILL GAS COLLECTION SYSTEM AT THE CAJA DEL RIO LANDFILL

Project Description

This scope of services is to provide SFSWMA the following: Air Quality Permitting and Compliance Reporting Services, Engineering Services, and Operation and Maintenance Services for the Landfill Gas Collection System at the Caja Del Rio Landfill as set forth in the Request for Proposal (RFP #’22/16/P). This grouping of services consists of compliance-related services encompassing the landfill’s annual emissions inventory and other air-related work including Federal greenhouse gas (GHG) emissions reporting; Title V Permit reporting; New Source Performance Standards (NSPS) reporting; and National Emission Standards for Hazardous Air Pollutants (NESHAPS) reporting. It also includes operation and maintenance services (both routine and non-routine) for the gas collection and control system (GCCS).

Per the project approach provided to SFSWMA in the SCS Engineers (SCS) proposal dated October 18, 2021, and subsequent discussions with SFSWMA, SCS proposes to organize our work for 2022 services into the following tasks:

- Task 1 – Air-Related Reporting;
- Task 2 – Engineering On-Call Services;
- Task 3 – O&M Routine and Non-Routine Services;
- Task 4 – Post-Submittal Services (2021 Title V Renewal Application); and
- Task 5 – GCCS Design Plan Updates for AAAA;

Tasks 1 and 3 are updated with new budgets annually since these are ongoing, routine tasks. Task 2 is included for non-routine, unanticipated tasks that come up each year. Task 4 is included to respond any follow-up questions or comments from NMED pertaining to the Title V Renewal Application submitted in August 2021. Task 5 is included to update the existing GCCS Design Plan for the changes in the 40 CFR 63, Subpart AAAA that became effective September 2021. No new gas system design or construction is anticipated to be needed during the 2022 period of this scope.

The following items are future tasks anticipated to be needed through the contract period, but not likely to be needed until 2023. As such, these will be fully priced and authorized in future amendments to this agreement:

- Task 6 – Gas System Expansion Design;
- Task 7 – Bidding Support Services;
- Task 8 – Gas System CQA; and
- Task 9 – Title V Permit Renewal.

SCOPE OF WORK

Task 1 – Air-Related Reporting

Subtask 1.1 - NSPS, NESHAPS, and Title V Reporting

Task 1 includes services in calendar year 2022 related to required New Source Performance Standards (NSPS), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and Title V reporting. It should be noted that the term “NSPS” in this task specifically refers to the requirements in 40 CFR 60, Subpart XXX. The term “NESHAPS” in this task specifically refers to the requirements in 40 CFR 63, Subpart AAAA. These NSPS and NESHAPS reports although requiring much of the same information, will be submitted in separate reports but concurrently. Reports will be submitted to NMED in April 2022 and in October 2022 for a total of four reports.

Under 40 CFR 60, Subpart XXX, liquids reporting is required annually under 40 CFR 60, §767(k) for any landfill that recirculates leachate or has within the last 10 years, or adds liquids to the landfill through a Research, Development, and Demonstration (RD&D) Permit. In 2021, we understand SFSWMA recirculated liquids within the landfill waste mass and will require liquids reporting to NMED. As such, this task covers preparation and submittal of this report by no later than September 27, 2022.

The Title V reports document the facility's compliance with air-related regulatory and permit requirements contained in the Title V permit. Title V reporting requires reporting of compliance deviations semi-annually and certification of overall compliance with all air-related requirements in the Title V permit annually. For this Task, SCS will prepare the required Title V reports with supporting documents and reporting from Agency staff. For budgeting purposes, consistent with our approach in prior years, we have assumed that SFSWMA will provide any necessary information for SCS' use in preparing these reports. These reports will be submitted to NMED and EPA (Title V Annual Compliance Certification only) in April 2022 and in October 2022. Please note that the number of reports is expected to be three Title V Semi-Annual Reports and two Title V Annual Compliance Certifications due separate reports required for each Title V Permit following the approval of the Title V Renewal Application currently under review by NMED.

NSPS reporting requires documentation of the following per 40 CFR §60.767(f):

- All GCCS wellfield exceedances;
- A summary of quarterly surface scans;
- Documentation of any gas system expansions conducted during the reporting period;
- A summary of gas system downtime in excess of five days; and
- Any flare free-venting in excess of one hour.

As part of this task, SCS will keep track of each reporting period, and 30 days before the report is due, gather all required information from SFSWMA and SCS Field Services. SCS will then use this information to prepare the NSPS and NESHAPS report drafts for SFSWMA review. Upon approval, at SFSWMA's preference, SCS will upload these reports to NMED's Secure Extranet Portal (SEP) for SFSWMA to certify and submit.

Deliverables: Inclusive of ten (10) reports described above (2 NSPS, 2 NESHAPS, 1 Liquids, 3 Title V Semi-Annual, and 2 Title V Annual Reports). An electronic draft of each report will be provided to SFSWMA for review (a hard copy can be provided upon request). One final copy of each report will be provided for SFSWMA's records in addition to the appropriate copies for the Air Quality Bureau (aqb). In addition, all deliverables will be provided electronically in PDF format.

Subtask 1.2 - Prepare New Mexico Emissions Inventory Reporting

SCS will prepare the calendar year 2021 emissions inventory for the Caja del Rio Landfill. This task also includes the emissions inventory for Buckman Road Recycling and Transfer Station (BuRRT). While BuRRT has not historically been required to submit an inventory, the permitting of the new brush grinder in 2021 triggered the requirement for a minor source emissions inventory. These inventories, which will be filed online, are scheduled to be submitted by April 1, 2022. In preparation for this task, SCS will prepare a list of needed information for each facility. These lists will include everything SCS needs to calculate 2021 emissions, such as 2021 incoming waste quantities and specifics regarding equipment usage. Once this information has been obtained, SCS will prepare emissions estimation spreadsheets. Per our discussions with the AQB, GHG calculations will not be required since Federal reporting is prepared. However, SCS will compile and submit GHG emissions to AQB also if needed as part of this task for the landfill only.

To report these emissions, SCS will utilize the online format required by AQB, referred to as the Air Emissions Inventory Reporting (AEIR) tool. Following completion by SCS, we will work with SFSWMA to check and finalize the submittals to AQB as the certifier. PDFs of the emissions spreadsheets will be provided to SFSWMA and AQB, consistent with what has been done in the previous years.

This task will also include any assistance with fee forms sent to SFSWMA from AQB. Please note, however, that any emissions fees themselves are not included in this proposal.

Deliverables: *PDF file of the emissions calculations. The reporting is electronic; however, SCS will also prepare sealed memorandum hard copies for SFSWMA files.*

Subtask 1.3 - Federal Greenhouse Gas (GHG) Emissions Reporting Services

This task will address requirements regarding the Federal mandatory GHG reporting rules for calendar year 2021 GHG emissions and encompass the reporting event that is due to EPA by March 31, 2022. The proposed scope for this task includes the preparation and submittal of the required GHG emissions estimates and associated information required by the GHG reporting rule. As was completed this past March, online reporting will be used to file information related to the GHG reporting rule. It should be noted that this reporting is different from State of New Mexico emissions reporting requirements (although for GHG emissions, as of 2021, AQB accepts what is prepared for EPA).

The first step in the GHG calculation process will be to collect all required data from calendar year 2021 including waste intake values, and GCCS landfill gas flows and methane content. We typically obtain much of this data throughout the year. SCS will collect this data from SFSWMA and SCS Field Services to complete the required data set. Utilizing equations provided in the EPA rule, SCS will convert the required information that has been gathered into the required GHG emissions.

SCS will place the collected data as well as all calculations into a suitable format for SFSWMA's files prior to entering the information into the EPA-required reporting format. SCS will enter the landfill's data into an XML programming tool for uploading into EPA's e-GGRT system. Upon completion of the XML tool, SCS will work with the SFSWMA's Designated Representative to review and certify the data to EPA. SCS will also be available to assist in providing additional information that EPA might require. When the reporting has been completed, SCS will provide a memorandum including pertinent assumptions and a copy of the EPA printouts verifying that the reporting was completed. This memorandum will be sealed by a professional engineer registered in the State of New Mexico.

Deliverables: *The reporting is electronic; however, as noted in this scope, SCS will prepare a sealed*

memorandum with EPA printout verification attached. Up to two hard copies of this memorandum will be provided to SFSWMA along with a PDF copy.

Task 2 – Engineering On-Call Services

Since other related engineering services may also be needed, this task is recommended and included. Services in this task, which would only be authorized on an as-needed basis by SFSWMA, may include general support items that might come up during the contract period. Examples of these types of services could be the following:

- Light field construction work or engineering design generally associated the gas system or emissions control, including the gas system; leachate/condensate management; Title V air permit-related items, or cover repairs for emissions control;
- Support as needed for any new air or emissions-related rules, inspections, or requirements from NMED or EPA;
- Support needed from the Agency to evaluate landfill gas-to-energy if requested or to help as needed with the development of any such opportunity; and
- Any air-related or greenhouse gas-related (carbon credit) work that might be associated with the Agency or its facilities.

Deliverables: Although the items to be covered under this task are associated with on-call services are to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 3 – O&M Routine and Non-Routine Services

Routine Services – Once a Month Basis

The wellfield be will monitored on a monthly basis per NSPS/NESHAPS requirements. During the past year, SCS has performed regular monthly monitoring of the 29 extraction wells currently in operation. The need for twice-a-month reading of these wells has not been necessary to date in 2021, as wells have been maintained within required operating parameters. However, we advise that the option to perform twice-a-month monitoring (initial monitoring and possibly monthly rechecks/adjustments) remain in the 2022 scope of work for availability if needed. Initial and second monthly readings (15-day rechecks) are shown as two different line items in the fee estimate. Although not expected, SCS might recommend twice-a-month readings outside of NSPS/NESHAPS-related issues if the wellfield readings indicate that this level of monitoring and tuning is necessary due to such factors as: repeated exceedances, under-pull of the wellfield; temperature and pressure variations over the month; or other circumstances that warrant twice-a-month readings.

During the monthly visits, typical routine services for the wellfield will involve:

- Monitoring and adjusting the 29 extraction wells so that they meet NSPS/NESHAPS parameter requirements for temperature and pressure.
- Obtaining landfill concentrations of methane, oxygen, carbon dioxide, and balance gas at each extraction well, in addition to individual extraction well temperatures and pressures.
- Assuring that extraction wells are functioning properly and/or without damage; inspections will also ensure that there are no broken hoses, pipes, thermometers, sample ports, loose connections, air leaks, and/or condensate build-up in the wellheads or well sample ports.
- Performing inspections of condensate sumps to determine if they are functioning properly and are in good condition.

A Landtec GEM 5000 will be used to obtain LFG concentrations, extraction well temperatures, static pressure, well flow rates, and system pressure. Obtaining these parameters will ensure proper wellfield adjustments, in addition to compliance with NSPS/NESHAPS guidelines. Initial readings and adjusted readings for each well and the blower/flare station will be stored in the GEM 5000 for future upload to SCS eTools; SCS' online electronic data management tool. SFSWMA staff will be able to access this database. Since SCS eTools is an SCS' proprietary application, the use of SCS eTools will be provided subject to SCS Standard Technology Services Agreement terms, as attached in Exhibit D.

If extraction wells do not adhere to NSPS/NESHAPS parameters (less than 145 °F and less than 0 pressure), adjustments to the wells will immediately be implemented to bring those wells back into compliance. Adjustments to the wells will also ensure compliance with the NSPS/NESHAPS requirements stipulating that some corrective action is made on non-compliant wells within 5 days of an exceedance(s). If non-compliant wells can immediately be corrected to meet NSPS/NESHAPS parameter(s), a 15-day recheck reading will not be required; however, if corrective action does not immediately correct the exceedance(s), SCS will re-monitor the wells within 15 days of the initial non-compliant reading. SCS will record at the blower/flare station all pertinent performance parameters such as:

- Flare temperature prior to and after wellfield adjustments have been made;
- LFG concentrations of methane, carbon dioxide, oxygen, and balance gas prior to and after wellfield adjustments have been made;
- Vacuum pressures and discharge pressure of the blower;
- Blower hours and vibration;
- Arrestor and knockout port differential pressures;
- Flare flow prior to and after wellfield adjustments have been made;
- Blower operating the GCCS at the time of the visit; and
- Other pertinent data required to maintain good operating conditions for the blower/flare station, and as required by the manufacturer.

SCS will monitor and inspect the blower, flare, and associated equipment. The inspections will involve, but not be limited to, the following items:

- Any damage, leaks, or breaks in piping;
- Unusual noise/vibrations/functions; and
- Irregular readings of output equipment and/or electrical equipment.

Maintenance services for the flare, blower, and associated equipment as recommended by the manufacturer of the flare - John Zink Maintenance for the blower/flare station will include, but not be limited to:

- Lubrication of the blower's (quarterly basis or sooner) motors as required by manufacturer;
- Periodic switching of the blowers (monthly basis);
- Draining condensate/fluids from the blower, flame arrestor, and other areas as noted by the John Zink O&M Manual (monthly basis unless specified by manufacturer otherwise);
- Checking that the continuous Yokogawa recorder is functioning properly (monthly basis);
- Recording propane tank levels and advising landfill staff of levels (monthly basis);
- Proper functioning of the Variable Frequency Drive (monthly basis);
- Proper functioning of the control panel and electronics (monthly basis);

- Other maintenance items as required by the John Zink O&M Manual for blower/flare station (time interval varies by equipment and manufacturer);
- Isolation and wellhead valves will be rotated fully to open and closed positions, to ensure valves are not “stuck in place” (quarterly basis);
- Flame arrestor cleaning (typically annually or an increase in differential pressure occurs);
- Thermocouple testing (as required by manufacturer) and cleaning, as required;
- Ultraviolet scanners inspection (quarterly or as required by manufacturer) and cleaning, as necessary;
- Igniter’s inspection (as required by manufacturer) and cleaning, as required; and
- Electrical/pneumatic inspection where needed.

In addition to routine maintenance, SCS will be responsible for providing necessary labor, equipment, and tools to repair and/or replace defective equipment as needed. Prior to replacement or repair of the equipment, SCS will advise SFSWMA of problems and discuss, requesting advice from the manufacturer regarding warranties on the equipment in question.

All maintenance, calibrations, and repairs performed by field staff will be recorded in a field log book for reference. The field log book will be kept in the GCCS control panel. Data from the continuous recorder, which records flow, temperature, and pressure, will be downloaded into electronic files submitted to SFSWMA and their designated agents. All collected data collected from the wellfield, blower/flare station, continuous GHG monitor, and any noted problem areas along with recommendations will be submitted to SFSWMA within 48 hours of data collection. A monthly report detailing the past month’s activities, all collected data, and recommendations on problem areas/equipment will be submitted by the last day of the following month. All data required to adhere to the work practice standards (NESHAPS requirement) that occurred during the month will be noted on appropriate forms, and will be included in the monthly report submitted to SFSWMA.

SCS’ approach to providing routine services is to collect data pertaining to the blower/flare station prior to making wellfield adjustments. This allows field staff to determine if the blower/flare station is functioning properly, and to identify problems that may be occurring in the wellfield. We feel that this approach is advantageous because, if the blower/flare station is not operating properly, the wellfield will not be “performing” as usual and adjustments to wells will be difficult to make and/or many wells could also have NSPS/NESHAPS compliance issues. One example involves higher than normal vacuum. Wells would be “over-pulled” as a result of this higher vacuum. If this condition (“overpulling”) is not immediately identified and investigated, change to the health of the collection system could be degraded and potentially more serious conditions may develop such as oxygen infiltration into the waste mass which could result in Sub-Surface Oxidation Events (SSOs). The disadvantage of this approach is there could be more time spent at the site if there are no problems at the blower/flare station, but this time would be offset if there were problems and they were not taken care of prior to wellfield adjustments.

After the blower/flare station is inspected and required data are obtained, the field technician will read the wellfield and make adjustments as necessary to each wellhead. As the technician obtains readings at each wellhead, they will inspect the well for leaks, damage, condensate, and other possible problems. Moving from well to well, the technician will also inspect and note the condition of the three condensate sumps and any exposed piping.

Once the wellfield is read, the technician will then return to the blower/flare station and record the necessary final data such as methane, oxygen, carbon dioxide, balance gas, inlet temperature, static pressure, flare temperature, and flow based on the completed wellfield readings. These parameters allow the technician to determine whether adjustments increased the efficiency of the system, and

whether the system continues to operate efficiently.

Once the technician completes wellfield adjustments and collects all data from the blower/flare station, they will then perform maintenance for the month or quarter that is required for specific equipment. On a monthly basis, the technician will switch blowers so that each blower receives equal duty time. Any needed repairs can also be performed at this point, if they are not completed prior to monitoring and adjustment of the wellfield.

Surface Emissions Monitoring

SCS will perform Surface Emissions Monitoring (SEM) using a Landtec SEM5000 Portable Methane Detector, including around penetrations as defined in 40 CFR 60, Subpart XXX and 40 CFR 63, Subpart AAAA. The technician will walk the entire area of the landfill that is subject to NSPS/NESHAPS regulations (basically, where landfill materials are 5 years in age - in the area where extraction wells are located) at 30-meter spacing in a grid pattern. The SEM5000 would be calibrated prior to monitoring. Any areas where methane is detected at concentrations over 500 ppm will be immediately flagged, numbered, and marked on a site map. After the technician has finished walking the area, he will immediately contact SFSWMA staff to indicate where high concentrations of methane are located. The technician will assist SFSWMA staff in remediating these areas so that emissions are less than 500 ppm. Remediation is usually accomplished by placing more cover materials over the surface, and/or by increasing vacuum at nearby extraction well(s).

Where surface emissions have exceeded 500 ppm, the area will need to be re-evaluated within 10 days (usually performed the same day of the exceedance) and again in 30 days. SCS would perform this service during the monthly wellfield tuning/adjustment events. After the 30-day re-checks and concentrations below 500 ppm have been obtained, SCS will provide all the collected data in the corresponding monthly report that details the findings of the surface emissions monitoring event. The report will contain all pertinent data derived from monitoring, along with associated site plans and the locations of any exceedances.

Deliverables: Hard copy O&M reports will be provided to SFSWMA monthly GCCS and SEM monitoring reports will be provided quarterly.

Non-Routine Services

Non-routine work will consist of repair and/or replacement of equipment that can be scheduled in advance and does not consist of emergency services. Non-routine work can range from minor repairs, such as broken wellheads, to complete overhaul of equipment components. In an example of a broken wellhead, SFSWMA staff can disconnect the well from the GCCS system by capping the broken ends. The GCCS will continue to operate with the remainder of the wells online. SCS can schedule repair of the well during our next trip to the site, or we can arrange with SFSWMA to visit the site sooner. Either arrangement would allow SCS to schedule repairs and obtain necessary materials/equipment to fix the broken wellhead within an agreed time interval.

In addition, non-routine work may also consist of recommendations made by SCS concerning the efficiency of the collection system. These special assignments will be authorized and prioritized by SFSWMA before any work is performed.

Once SFSWMA has identified a repair or special assignment that it desires SCS to perform, SCS will provide SFSWMA with a schedule and associated fees to complete the assignment within a time frame that is mutually agreeable to SFSWMA and SCS. No work will be performed until SFSWMA has

authorized the work. Once authorization has been received via written communication (email is acceptable), SCS will obtain all necessary equipment, tools, and materials needed to complete the task. SCS recommends that these non-routine events occur during normal routine visits to the site (i.e. during wellfield tuning events). The obvious advantage of this approach is cost savings. A disadvantage would be the GCCS not operational for a longer period of time, if the non-routine service involved a major operational component. SCS will make recommendations to SFSWMA on the severity of the problem and discuss timing factors in order to make a decision on how to handle a major non-routine service.

Repair/replacement of any HDPE pipe will most likely be with an SCS field technician. SFSWMA will be provided a scope of work and cost estimate information, prior to repair of the HDPE, to obtain SFSWMA approval for the proposed work. Once notice to proceed has been obtained from SFSWMA, the repair work will be scheduled. SCS will also schedule the repair work during a routine visit to the site, if possible, in order to keep costs to a minimum.

Unscheduled Non-routine Emergency Services

SCS can provide unscheduled non-routine emergency services when conditions require immediate response and the restoration of GCCS operations. These are services that can be minor or major in nature and require restart of the GCCS. The urgent nature of these items is such that response to them cannot be scheduled during routine or non-routine services. Within a few hours after an alert from SFSWMA staff and/or the GCCS auto dialer, SCS staff can respond to these emergencies 7 days a week.

During an emergency event, the Field Services Project Manager and/or other SCS staff can assess problems and provide immediate assistance. If a problem is major, SCS will contact SFSWMA, describe the event, and make recommendations to remedy the situation. During these types of emergencies, SCS will only perform work required at the time, to ensure no safety hazards exist and/or to provide for the restart of the GCCS. Once these hazards have been resolved and the GCCS is operational again, we will provide repairs based on routine or non-routine scheduled service procedures.

Task 4 – Post-Submittal Services (2021 Title V Renewal Application)

This task is to cover the following services that may be required due to the submittal of the Title V renewal application submitted to NMED in August 2021. Follow-up services may include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

These services will likely be required in 2022 year prior to NMED's approval of the renewal application. As such, this task is expect only in Year 1 of this contract.

Deliverables: Although the items to be covered under this task are on an as-needed basis to be determined, as with all tasks, any deliverable will be provided in hard copy form as well as electronically.

Task 5 – GCCS Design Plan Update

This task is included for revising the landfill's GCCS Design Plan during 2022. 40 CFR 63, Subpart AAAA, National Emissions Standards for Hazardous Air Pollutants (NESHAP) for landfills was revised and finalized on March 26, 2020. This new rule not only changed SSM requirements for landfills, but also consolidated all NSPS (both XXX and Cf) rules into one standard for landfills that emit over 50 Mg/yr of non-methane organic compounds (NMOCs).

NSPS/NESHAPS rules require that GCCS Design Plans be submitted. For the landfill, the existing GCCS Design Plan can be used for compliance with the new Subpart AAAA rule. However, many portions of the existing GCCS Design Plan reference the old NESHAPS rules and now have outdated references. This task will be utilized to file an amended Design Capacity Report to address Subpart AAAA changes.

For this task, we assume that no GCCS Design or layout changes would be included; rather, this would be used to address compliance, or alternate provisions for requested approval. Any GCCS Design Plan amendment prepared under this task would be provided to SFSWMA for review and approval, and could then be either sent to SFSWMA for submittal or SCS could submit on SFSMA's behalf to NMED for approval. We would provide the GCCS Design Plan amendment, any NMED-required forms, and also upload the plan to EPA's electronic reporting system if the AAAA module to receive such a plan is active. The final Design Plan amendment would also be certified by a professional engineer registered in the State of New Mexico.

Deliverables: Sealed hard-copy will be submitted to NMED. Both a hard-copy and an electronic PDF file will be provided for SFSWMA files.

SCHEDULE FOR AUTHORIZED TASKS 1 THROUGH 5

The final page of this exhibit contains a project schedule. This schedule is discussed here. Although the tasks in this proposal are interrelated, since many of the tasks stem from different regulatory requirements or sections within the same rule, the dates presented are relatively independent from one another, as are the deliverables. Also, each of these tasks is of a relatively short duration and, as such, interim milestones are minimal.

Task 1 – Annual NSPS, NESHAPS, and Title V Reporting are shown as being completed around the previously set reporting dates of April 30th and October 30th. Federal Greenhouse Gas (GHG) Emissions Reporting Services will begin at the start of 2022. Data will be collected, processed, and emissions calculation prepared. In March 2022, the emissions results will be entered into e-GGRT for final reporting to EPA. Emissions Inventory Reporting is shown as being completed in February and March for submittal by April 1, 2022, which is the current deadline for this reporting that has been set by NMED.

Task 2 – On-call services will be performed on an as-needed basis.

Task 3 – Various routine O&M services will occur on a regular schedule with routine services for the wellfield (once or twice monthly), and surface emissions/opacity monitoring quarterly. Non-routine services may be needed at any time.

Task 4 – Post-Submittal Services for the 2021 Title V Renewal Application will be performed on an as-needed basis and is based on NMED's comments and requests during the review until the renewal has been approved.

Task 5 – GCCS Design Plan update is scheduled for April and May of 2022.

SCOPE FOR FUTURE TASKS

Task 6 – Gas System Expansion Design

Waste in future cells not covered by the current landfill gas collection and control system (GCCS) will have been in place in excess of 5 years during the contract period. Per the current federal NSPS/NESHAPS Rules for landfills, gas collection from Cell 6B will be required by March 2025. For this task, SCS will prepare bid-level plans and specifications for the expansion of the GCCS into Cell 6B as required by the NSPS/NESHAPS rules. This design will conform to the GCCS Design Plan and the layout prepared as described in the Master Plan Document. The construction plans will be comprehensive and include, at a minimum, the following plan sheets:

- Cover Sheet;
- Existing Conditions;
- LFG Collection System Layout Plan;
- Extraction Well Details, including Well Schedule;
- Pipe and Valve Details;
- Condensate Management Details; and
- Survey Control.

It is assumed that the most recent survey of the landfill at the time of performing this task will be sufficient for development of the construction plans. However, should updates to the survey be necessary, we will advise SFSWMA of the area requiring an updated survey for design purposes. Additionally, our specifications will require a pre-construction survey at the well locations to confirm well depths, and based on this pre-construction survey, well depths will be adjusted accordingly by SCS' engineer. Necessary pre-construction surveys will be performed under Task 8.

SCS will prepare bid documents and specifications for this construction project. Bid items will be clearly identified. Consistent with prior bid documents prepared by SCS, we have assumed that "front-end" bid documents and standards will be provided to SCS for inclusion into the bid documents and specifications, including but not limited to, invitation to bid, instructions to bidders, bid proposal forms, bond forms, general and supplemental conditions, and other necessary standard forms for bidding purposes. In addition to SCS' standard specifications for "General Requirements," (i.e., measurement and payment, health and safety, meetings, environmental protection, submittals, etc.), it is anticipated that the following technical specifications will be prepared for this project:

- Layout of work and surveying;
- Excavation, trenching, backfilling, and grading;
- LFG extraction wells and wellheads (including well drilling, bentonite, and aggregate backfill);
- High density polyethylene pipe, fittings, and valves (including materials, installation, and testing); and
- Condensate management system (includes pump and sump, if required).

During the preparation of technical specifications, SCS will review all local permits that may be necessary so that those requirements may be incorporated into the construction documents. During this effort, SCS will also consider the required timeframes for any of these authorizations and emphasize any of these items that may become a critical path item during construction.

SCS will also prepare a detailed estimate of probable cost of construction. SCS will perform the

necessary quantity take-offs for line items included in the scope of work for the project. Line items for this project will include such items as: mobilization/demobilization, surveying, well installation, piping installation, perimeter header, and condensate sump installation (if required). The engineer's estimate of probable cost of construction will be supported by quantity estimates for each line item.

Deliverables: Electronic copies will be provided of all bid documents, construction plans and specifications, engineer's estimate, and construction documents for SFSWMA files along with printouts (up to 6 hard copies of the construction documents). All deliverables will be provided electronically via PDF.

Task 7 – Bidding Support Services

This task will include bidding support to SFSWMA during the bidding-phase of the GCCS expansion construction project. Services to be provided shall include the following:

- Attendance by SCS at a pre-bid conference for the project.
- Technical support to SFSWMA procurement to respond to written comments and questions from bidders.
- Addenda will be issued, if necessary, to all plan holders.
- Review of contractor qualifications, as necessary, to verify pre-qualification requirements in bid documents.
- Review and compilation of bids, and submittal of award recommendation to SFSWMA.

This task will also include fees for air travel expenses, hotel, and rental car for attendance at the pre-bid conference.

Deliverables: Meeting minutes from the pre-bid conference, any written responses to bidder questions, addenda (if necessary), an engineer's memorandum with comments and a recommendation regarding the bidder's qualifications (if necessary), and an engineer's memorandum with comments and award recommendation. All deliverables will also be provided electronically in MS-Word and AutoCAD, as necessary.

Task 8 – Gas System CQA

This task will cover construction quality assurance (CQA) services the Agency will need for the GCCS expansion construction during the contract term. It is understood that the duration and level of CQA Services will be directly proportional to the construction schedule and the role that SCS is responsible for during construction.

Subtask 8.1 – Pre-Construction Topographical and LFG Extraction Wells Survey

The specific survey services to be provided for this subtask are as follows:

- SCS will provide a pre-construction topographical survey of GCCS expansion area, if necessary, to confirm landfill gas (LFG) extraction well and piping locations. This pre-construction survey will be performed by a Professional Land Surveyor registered in the State of New Mexico, to confirm topographic grades of the landfill for the GCCS expansion.
- The pre-construction topographical survey will be reviewed by SCS and the construction plans modified as necessary to accommodate existing grades prior to construction.
- SCS will provide a pre-construction survey of the proposed landfill gas (LFG) extraction well locations. This pre-construction survey will be performed by a Professional Land Surveyor

registered in the State of New Mexico, to confirm ground surface elevations of the LFG extraction wells.

- This pre-construction survey of the proposed LFG extraction wells will be reviewed and approved by the Certifying Engineer who is a Professional Engineer registered in the State of New Mexico. The surface elevations obtained for the well locations will be used to develop the issued-for-construction well schedule for the project.

***Deliverables:** Electronic copies will be provided of the modified construction plans (if necessary), and issued-for-construction well schedule for SFSWMA files along with printouts (up to 3 hard copies of the revised construction plans). All deliverables will be provided electronically via PDF.*

Subtask 8.2 – Field CQA Services for LFG Extraction Well and Piping Installation

This subtask includes the field CQA services required during the LFG extraction system expansion. SCS will provide a qualified CQA technician to be onsite during LFG extraction well and piping installation.

The specific services to be provided during LFG extraction well installation are as follows:

- SCS' inspector will be on-site daily during well drilling and installation to log the wells and note any proposed relocation due to obstructions, liquid levels, etc.
- SCS' inspector will document construction activities through field notes and/or photographs and significant events (including weather delays) on a daily basis. Significant changes in quantity and time will be recorded.
- SCS' inspector will prepare extraction well boring logs and installation records, which will be included in the construction documentation report, as described in Subtask 8.4.

The specific services to be provided during LFG piping installation are as follows:

- An SCS inspector will be on-site daily during installation and testing of LFG collection and condensate management piping.
- Observe the installation of lateral/header piping and condensate management system components, including condensate sumps, piping, and valves.
- Documentation and observation for conformance with the construction plans and specifications:
- Review, observe, and document pneumatic pipe pressure testing.
- SCS' inspector will provide record location and elevation surveys of installed components and verify proper slopes and depths of piping prior to burial, as necessary, consistent with the construction plans and specifications. This work will be completed with GPS survey equipment. The survey equipment and inspector will be capable of inverting slopes in the field to provide immediate verification of pipe slopes to the Contractor. The survey equipment will be available for use on-site during all times that construction activities are ongoing.
- Conduct walk-through of the project at substantial completion and provide a punch-list for completion.

SCS assumes that this subtask will require daily observation. As such, the above services for Subtask 8.2 will require SCS' inspector (i.e., CQA Technician) to be on-site for 10 hours/day, Monday through Saturday over the construction duration. For this subtask, SCS will also include fees for expenses such as, CQA field vehicle, meals at per diem, lodging, and survey equipment.

Subtask 8.3 – Project Management during LFG Collection System Expansion

This subtask includes overall project management and oversight by a Professional Engineer registered in the State of New Mexico during the entire project, including extraction well, collection piping, and condensate management system installation. The specific services to be provided for this subtask are as follows:

- Reviewing Contractor's applications for payment.
- Reviewing Contractor's layout of work survey and confirming enough slope is available for piping/making adjustments as needed.
- Reviewing and processing Contractor's submittals.
- Coordinate interpretations of construction plans and specifications and respond to request-for-information.
- Telephone calls among the SCS project manager, the Contractor, and SCS' on-site inspector to answer questions and resolve issues.
- Evaluating Contractor's change order proposals (if any).
- Maintain files for correspondence, reports, photographs, requests-for-information or clarifications, and other construction project related documentation.
- Document construction activities and significant events (including weather delays) on a daily basis. Significant changes in quantity, time, or cost will be recorded.
- Conformance testing of well aggregate, including gradation (ASTM C136) and percent calcium carbonate (JTL-S-105-89) consistent with the technical specifications.
- Certifying Engineer or qualified representative will perform onsite inspections/meetings during the project, including a pre-construction meeting, intermediate meetings/inspections; and a final inspection/walkthrough at substantial completion.

In addition to onsite inspections/meetings, SCS has assumed up seven (7) hours per week over the construction duration will be sufficient for the services provided in this subtask.

Subtask 8.4 – Construction Documentation Report

This task includes preparation of a construction documentation report. This report will include record drawings and surveys, including surveying of extraction wells, piping at 50-foot intervals or less for pipe inflections, fittings, and valves, and other infrastructure installed during the course of the project. The construction report will include a project overview, record survey, results of lab and field testing, LFG extraction well boring logs and installation records, daily reports, and photographs taken during construction. The narrative portion of the report will list project participants, construction milestone dates, and provide a description of issues encountered during construction or areas that may warrant attention in the future.

Deliverables: Up to 3 hard copies of the Construction Documentation Report for the GCCS construction project will be provided, including all documentation collected during construction as described in Subtasks 8.2 and 8.3. All deliverables will also be provided electronically via MS-Word and PDF, as necessary.

Task 9 – Title V Permit Renewal

The current Title V permit became effective on August 30, 2017, and a renewal application was required four years from that date (by August 30, 2021). The Title V Renewal Application was submitted prior to August 30, 2021 and is still currently under review by NMED. This task is to cover

the preparation of a subsequent renewal application once the timeline of the next required renewal deadline is confirmed (i.e., one year earlier than the next permit's expiration date). For this task, SCS will work closely with Air Quality Services, Inc. (AQS) based in Santa Fe, as they are available when the renewal is required.

As an initial task for this work, SCS will prepare a list of needed information from SFSWMA. This information needs list will include everything SCS needs to prepare the renewal application. SCS will then prepare the application to renew the Title V permit. This renewal application will contain NMED's appropriate forms; currently the universal application parts one, two, three, and four. During preparation of the application, SCS will work with SFSWMA to verify the different emission sources that must be included, and to update this information where these sources might differ from what is currently permitted. Title V permit renewals do not require fees and, as such, no permitting fees are included in this proposal.

Upon completion of a draft application, SCS will transmit a draft to SFSWMA for review, comment, and Responsible Official signature. Upon receipt of comments, SCS will prepare final copies for submittal to the proper regulatory agencies, as well as copies for the SFSWMA. SCS will then transmit the application to the SFSWMA for submittal to the NMED, or we may submit it on your behalf, as you approve.

In addition to the above scope of work, this task may cover the following services after the submittal of the Title V renewal application to NMED. Follow-up services may include the following:

- Follow-up with NMED to address application questions;
- Post-submittal services related to EPA review and comments on the application;
- Review of the draft permit application that will be prepared by NMED; and
- Participation in or preparation for a hearing (not likely to be needed).

These follow-up submittal services will likely fall into the next 4-year contract period. However, if any of these services are required, SCS may prepare a separate amendment for your consideration.

Deliverables: *Electronic copies will be provided of all application components for SFSWMA files along with printouts (up to 6 hard copies of the renewal application). All deliverables will also be provided electronically via PDF.*

EXHIBIT A - PROJECT SCHEDULE (AUTHORIZED TASKS ONLY)
2022 AIR COMPLIANCE/O&M SERVICES FOR THE
CAJA DEL RIO LANDFILL

Task	Date												
	2020	2021											
	D	J	F	M	A	M	J	J	A	S	O	N	
1 - Annual NSPS, NESHAPs, and Title V Reporting, XXX Liquids Reporting, NM Emission Inventory, & GHG Reporting													<= Prepare NM Emissions Inventories and GHG Emissions by March 31, 2022. Prepare NSPS/NESHAPS/TV Reports by April 30 and October 30, 2022. Liquids reporting due by September 28, 2022.
2 - Engineering On-Call Services													<= Perform additional services tasks as needed.
3 - O&M Routine Services													<= Perform once a month (twice if needed).
3 - O&M Surface Emissions Monitoring													<= Perform quarterly.
3 - O&M Non-Routine Services													<= Perform as-needed.
4 - Post-Submittal Support Services (2021 Title V Renewal Application)													<= Perform as-needed.
5 - GCCS Design Plan Amendment (AAAA Update)													<= Prepare GCCS Design Plan update for AAAA changes and provide draft to SFSWMA no later than

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EXHIBIT B

Task Fees

Exhibit B. Rates and Not-to-Exceed Fees
2022 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 1 - Air-Related Reporting				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	2	\$450.00
Project Manager 2	\$180.00	hours	9	\$1,620.00
Project Manager 1	\$170.00	hours	25	\$4,250.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	91	\$11,375.00
Secretarial/Clerical	\$75.00	hours	12	\$900.00
Expenses				
Telephone/Fax/Postage	\$300.00	lump sum	1	\$300.00
Reproduction	\$300.00	lump sum	1	\$300.00
Subtotal Less Gross Receipts Tax				\$19,455.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 1				\$19,455.00

Task 2 - Engineering On-Call Services				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	10	\$2,250.00
Project Manager 2	\$180.00	hours	14	\$2,520.00
Project Manager 1	\$170.00	hours	12	\$2,040.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	40	\$5,000.00
Secretarial/Clerical	\$75.00	hours	6	\$450.00
Expenses				
Telephone/Fax/Postage	\$20.00	lump sum	1	\$20.00
Reproduction	\$40.00	lump sum	1	\$40.00
Subtotal Less Gross Receipts Tax				\$12,580.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 2				\$12,580.00

Task 3 - O&M Services					
Routine - Services	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Wellfield Reading (Initial Tuning)	\$2,300.00	lump sum	1	12	\$27,600.00
Wellfield Reading (15-day recheck if required)	\$1,500.00	lump sum	1	12	\$18,000.00
Quarterly Maintenance (blower flare station)	\$600.00	lump sum	1	4	\$2,400.00
Liquid Level Measurements (LL)	\$0.00	lump sum	1	0	\$0.00
Surface Emissions Monitoring (SEM)	\$1,600.00	lump sum	1	4	\$6,400.00
Reporting (O&M, SEM, SSMS)	\$1,400.04	lump sum	1	12	\$16,800.48
Subtotal Less Gross Receipts Tax					\$71,200.48
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$3,649.52
Subtotal Task 3 - Routine Services					\$74,850.00
Non-Routine Services (Scheduled and Unscheduled Services/Emergencies)					
	Unit Rate	Units	Quantity/mo	#/yr	Extended Fee
Non-Routine/Emergency Services	\$40,000.00	lump sum	1	1	\$40,000.00
Subtotal Less Gross Receipts Tax					\$40,000.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)					\$2,050.00
Subtotal Task 3 - Non-Routine Services					\$42,050.00
Total Task 3					\$116,900.00

NOTES:

Routine O&M Services are lump sum.

Non-routine O&M services are based on time-and-materials NTE.

Exhibit B. Rates and Not-to-Exceed Fees
2022 Engineering, Operation & Maintenance Services
Santa Fe Solid Waste Management Agency - Caja Del Rio Landfill

Task 4 - Post-Submittal Services (2021 Title V Permit Renewal)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	1	\$225.00
Project Manager 2	\$180.00	hours	4	\$720.00
Project Manager 1	\$170.00	hours	20	\$3,400.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	10	\$1,250.00
Secretarial/Clerical	\$75.00	hours	2	\$150.00
Expenses				
Telephone/Fax/Postage	\$100.00	lump sum	1	\$100.00
Reproduction	\$100.00	lump sum	1	\$100.00
Subtotal Less Gross Receipts Tax				\$6,205.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 4				\$6,205.00

Task 5 - GCCS Design Plan Amendment (AAAA Update)				
Personnel	Unit Rate	Units	Quantity	Extended Fee
Satellite Office Manager	\$225.00	hours	2	\$450.00
Project Manager 2	\$180.00	hours	4	\$720.00
Project Manager 1	\$170.00	hours	10	\$1,700.00
CAD Designer	\$130.00	hours	2	\$260.00
Staff Professional 3	\$125.00	hours	16	\$2,000.00
Secretarial/Clerical	\$75.00	hours	2	\$150.00
Expenses				
Telephone/Fax/Postage	\$125.00	lump sum	1	\$125.00
Reproduction	\$125.00	lump sum	1	\$125.00
Subtotal Less Gross Receipts Tax				\$5,530.00
Out-of-State Business Gross Receipts Tax - Rate (5.125%)				\$0.00
Subtotal Task 5				\$5,530.00

SUMMARY OF TASK TOTALS

Task 1 - Air-Related Reporting Total	\$19,455
Task 2 - Engineering On-Call Services Total	\$12,580
Task 3 - Routine O&M Services Total	\$74,850
Task 3 - Non Routine O&M Services Total	\$42,050
Task 4 - Post-Submittal Services (2021 Title V Permit Renewal) Total	\$6,205
Task 5 - GCCS Design Plan Amendment (AAAA Update) Total	\$5,530
GRAND TOTAL	\$160,670

EXHIBIT C

Fee Schedule

SCS ENGINEERS

FEE SCHEDULE

(Effective December 1, 2021 through November 30, 2022)

Management/Support Personnel	Rate (\$)/Hour
CQA Technician	75
Project Administrator	75
Secretarial/Clerical	75
CAD Draftsperson	85
Senior Project Administrator	90
Technician	95
Associate Staff Professional	100
Sr. Technician.....	105
Office Service Manager	110
Staff Professional I	115
Staff Professional II	120
Staff Professional III.....	125
CAD Designer	130
Project Professional I	135
Project Professional II	140
H&S Specialist	150
CQA Manager	165
Project Professional III.....	165
Project Manager I.....	170
Project Manager II.....	180
Project Director I	200
Project Director II	215
Satellite Office Manager	225
Principal.....	225
SCS Field Services - Technical Field Personnel	
Laborer	62
Fusion Technician	80
Technician	80
Senior Technician	110
Superintendent	118
Senior Superintendent	144
Field Compliance Officer	165

General Terms

1. Labor rates are in effect until November 30, 2022. Any work performed after that date is subject to a new Standard Fee Schedule.
2. The above rates include salary, overhead, and profit. Other direct charges, such as subcontractors, construction equipment, materials, air travel, freight, auto rental, permits, fees, taxes, tolls, and other costs incurred for the project, will be billed at cost plus 15 percent. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up. Automobile mileage cost is \$0.58 per mile and is subject to change per Federal IRS laws. Trucks will be charged at \$18.00/hour to a maximum of \$144 per day. (No administrative mark-up will be applied to charges for company owned vehicles).
3. Payment of SCS Invoices for services performed will not be contingent upon the client's receipt of payment from other parties, unless otherwise agreed. Client agrees to pay legal costs, including attorney's fees, incurred by SCS in collecting any amount past due and owing on client's account.
4. Invoices will be prepared monthly for work in progress, unless otherwise agreed.
5. Rates for Principals may be negotiated on a project-specific basis. For special situations, such as expert testimony or international assignments, hourly rates will be on an individually negotiated basis.
6. On short-term or one-time assignments, services which require less than eight (8) hours, but more than four (4) hours, will be billed at eight (8) hours. A minimum of four (4) hours will be billed for any service requested which is not conducted in conjunction with an ongoing project (including call-outs after normal work hours), and will be charged portal-to-portal from SCS Field Services offices.
7. These rates are based on non-union, non-prevailing wage scales.
8. For long-term on-site project assignments, rates may be discounted on an individually negotiated basis. Long-term on-site personnel are permitted to return home every four (4) weeks. Travel expense shall be invoiced to the client at cost plus 15 percent.
9. Costs for equipment and analysis will be billed in accordance with the rates contained on SCS Field Services Standard Fee Schedule for Equipment and Analysis.

FEE SCHEDULE FOR EQUIPMENT AND ANALYSIS
 (Effective December 1, 2021 through November 30, 2022)

	Rate (\$)
GEM 5000 Gas Analyzer:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
H₂S Gas Pod	10/day
SEM 500/TVA 2020/TDL 500/FID Emissions Monitor:	
• Daily Rate	185/day
• Weekly Rate.....	555/week
• Monthly Rate	1,665/month
Q Rae Gas Analyzer O₂/H₂S/CO/Combustibles	50/day
Micro Max Gas Analyzer O₂/H₂S/CO/COI Combustibles.....	50/day
4-Gas Meter.....	50/day
Magnehelic Pressure Set	20/day
Digital Readout Thermocouple.....	25/day
Dräger Detector Tubes/Pump.....	15/each
Dewatering Pump (Trash Pump).....	45/day
Bar Punch:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
MiniRae 2000/3000 PID:	
• Daily Rate	150/day
• Weekly Rate.....	500/week
• Monthly Rate	1,500/month
Air Sampling Station:	
• Daily Rate	50/day
• Weekly Rate.....	200/week

	Rate (\$)
Pipe Laser:	
• Daily Rate	50/day
• Weekly Rate.....	220/week
• Monthly Rate	650/month
Water Trailer	75/day
PAS 3000 Personal Air Sampling Pump.....	25/day
Tedlar Bag (10-Liter)	40/each
Non-Contaminating Air Sampling Pump	25/day
Interface Probe.....	50/day
Submersible Pump:	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
Water Level Indicator:	
• Daily Rate	20/day
• Weekly Rate.....	60/week
• Monthly Rate	180/month
100-Foot Temperature Probe:	
• Daily Rate	15/day
• Weekly Rate.....	45/week
• Monthly Rate	135/month
Teflon Well Bailer	10/each
Vacuum Box/Carbon Canister and Blower.....	150/day
Tool Truck	144/day
No. 12 P.E. Fusion Machine (1"-2"):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
No. 14 P.E. Fusion Machine (1"-4"):	
• Daily Rate	90/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month

Rate (\$)

No. 26 P.E. Fusion Machine (2"-6"):

- Daily Rate150/day
- Weekly Rate.....450/week
- Monthly Rate 1,350/month

No. 28 P.E. Fusion Machine (2"-8"):

- Daily Rate175/day
- Weekly Rate.....525/week
- Monthly Rate 1,575/month

412 P.E. Fusion Machine (4"-12"):

- Daily Rate225/day
- Weekly Rate.....675/week
- Monthly Rate 2,025/month

618 P.E. Fusion Machine with Tool Truck (6"-18"):

- Daily Rate400/day
- Weekly Rate..... 1,500/week
- Monthly Rate 4,000/month

Trackstar 500 Fusion Machine:

- Daily Rate425/day
- Weekly Rate..... 1,500/week
- Monthly Rate 4,050/month

Friatec Electrofusion Machine:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Sidewinder P.E. Fusion Machine.....100/day
 Extrusion Welding Gun.....120/day
 Air Compressor 60/day
 Arc Welder 75/day
 Generator (3,500-Watt).....45/day
 Generator (5,000-Watt).....60/day

	Rate (\$)
Generator (6,000-Watt):	
• Daily Rate	65/day
Generator (8,000 Watt):	
• Daily Rate	75/day
• Weekly Rate.....	225/week
Isolation Pinch-off Tools:	
• Daily Rate	25/day
• Weekly Rate.....	75/week
• Monthly Rate	225/month
Plate/Rammer/Jumping Jack Compactor	75/day
4-Wheeler (ATV):	
• Daily Rate	50/day
• Weekly Rate.....	150/week
• Monthly Rate	450/month
4-Wheeler with 44" Mow Deck:	
• Daily Rate	100/day
• Weekly Rate.....	300/week
• Monthly Rate	900/month
Riding Mower:	
• Daily Rate	175/day
• Weekly Rate.....	525/week
• Monthly Rate	1,575/month
Chain Saw:	
• Daily Rate	10/day
• Weekly Rate.....	30/week
• Monthly Rate	90/month
Horiba Water Quality Meter:	
• Daily Rate	40/day
• Weekly Rate.....	120/week
• Monthly Rate	360/month

Rate (\$)

Hydrogen Sulfide Meter:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Infrared Thermometer:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Micropurge Flow Cell (Groundwater):

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Oilless Compressor and Control Box (Groundwater):

- Daily Rate 75/day
- Weekly Rate.....225/week
- Monthly Rate675/month

Earth/Resistance Tester:

- Daily Rate100/day
- Weekly Rate.....300/week
- Monthly Rate900/month

Pitot Tube and Gauges:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Pressure Washer:

- Daily Rate 50/day
- Weekly Rate.....150/week
- Monthly Rate300/month

Squeeze Tool:

- Daily Rate 10/day
- Weekly Rate..... 30/week
- Monthly Rate 90/month

Rate (\$)

Turbidity Meter/Conductivity Meter:

- Daily Rate 25/day
- Weekly Rate..... 75/week
- Monthly
 Rate.....225/month

Vacuum Air Pump:

- Daily Rate100/day
- Weekly Rate..... 300/week
- Monthly Rate900/month

Downhole Video Camera System.....200/day

Weed Trimmer

- Daily Rate 25/day
- Weekly Rate..... 75/week
- Monthly Rate225/month

Safety Equipment:

- Tyvek Suit (each).....15/each
- Polyethylene suit (each)20/each
- Nitrile gloves (per pair)15/each
- PVC Gloves (per pair)15/each
- Rubber booties (per pair)15/each
- Organic Vapor Cartridges (per pair)20/each
- Organic Vapor/Acid Cartridges (per pair)25/each
- Cartridges pre-filters (per pair).....15/each
- Half face respirator (each)..... 20/day
- Full face respirator (each) 25/day
- Ventilator/manhole blowers..... 25/day
- Parachute harness..... 10/day
- Tripod:
 - Daily Rate 35/day
 - Weekly Rate..... 105/week
 - Monthly Rate 315/month
- SCBA 55/day

General Terms

1. Rates are in effect until November 30, 2022. Any work performed after that date will be subject to a new Schedule of Fees.
2. Equipment usage rates are exclusive of freight charges to and from the project site. Freight is an additional expense chargeable to the client.
3. Shipping, supplies, equipment rental, materials, vehicle mileage, and other non-labor equipment costs or direct costs are billed at cost plus 15 percent.
4. Equipment rented will be charged portal-to-portal from SCS Field Services offices. Renter is responsible for return charges.
5. The cost of equipment owned by SCS Field Services will not be subject to administrative mark-up.

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 4 to the Services Agreement with Ambitions Technology Group, LLC of Albuquerque, NM, for Managed IT Services (RFP No. 21/01/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 4 (Amendment) to the Services Agreement (Agreement) with Ambitions Technology Group (Ambitions) of Albuquerque, NM, to continue managing the Agency's IT network.

The Amendment extends the term of the Agreement through November 19, 2025 (Year 5). Per Article 5, the Agreement can be renewed annually upon approval by the Board, not to exceed ten years.

The Amendment also increases compensation by \$70,400 to a total amount not to exceed \$311,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

Amendment No. 4 will continue the following services:

- End-user support, including live helpdesk
- On-site and remote desk support
- After-hours emergency support
- Network and endpoint monitoring, optimizing, and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support, including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing, and reporting
- Disaster recovery, including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support, including VPN and desktop remote access

- Email infrastructure and support
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for signs of failures
- Add or remove users (endpoints and network)
- New hardware or software, or replace
- Microsoft Office support
- Software application support, including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support, including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, and Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration, and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

On September 2, 2020, the Agency issued Request for Proposal (RFP) No. 21/01/P for managed IT services. Eight firms responded to the RFP.

On November 19, 2020, the Board approved a Services Agreement with Ambitions for \$60,000.

On November 18, 2021, the Board approved Amendment No. 1 to the Agreement. Amendment No. 1 increased the compensation by \$60,000 for a total amount not to exceed \$120,000 and extended the term to November 19, 2022.

On November 17, 2022, the Board approved Amendment No. 2, which increased compensation by \$54,100 for a total amount not to exceed \$174,100 and extended the term to November 19, 2023.

On November 16, 2023, the Board approved Amendment No. 3 to increase the compensation by \$66,500 to a total amount not to exceed \$240,600 and extend the Agreement term through November 19, 2024. The Amendment also migrated the Agency's email infrastructure and support from a local exchange (physical) server to the cloud-based Microsoft Exchange Online platform.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 4 to the Agreement with Ambitions Technology Group for managed IT services.

The Agency requests approval to extend the term of the Agreement through November 19, 2025, and to increase compensation by \$70,400 for a total amount not to exceed \$311,000.

Attachments:

- 1) Amendment No. 4 – Services Agreement
- 2) Amendment No. 3 – Services Agreement
- 3) Amendment No. 2 – Services Agreement
- 4) Amendment No. 1 – Services Agreement
- 5) Services Agreement with Ambitions Technology Group

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AMENDMENT 1

Amendment No. 4 – Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 4 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Seventy Thousand Four Hundred Dollars and No Cents (\$70,400) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Three Hundred Thousand Eleven Hundred Dollars and No Cents (\$311,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
AMENDMENT NO. 4	\$70,400.00
CONTRACT TO DATE	\$311,000.00

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 invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. **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 November 19, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Lucas Rael
Chief Executive Officer
Ambitions Technology Group

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A
Year 5 Fee Schedule

FEE SCHEDULE

RFP No. 21/01/P MANAGED IT SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	4	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	5	\$	\$ Included
Laptop Support	1	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$268.00	\$268.00
Total			\$4,672.15

- (1) Datto license and 3TB offsite storage:
Year 1 - \$155.00/month
Year 2 and 3 - \$260.72/month
Year 4 and 5 - \$325.90/month
Year 5 and beyond - \$391.08/month

ATTACHMENT 2
Amendment No. 3 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 3 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. 21/01/P).

Pursuant to Article 20, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty-Six Thousand Five Hundred Dollars and No Cents (\$66,500.00) so that Article 3 reads in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, including applicable gross receipts taxes, a sum not to exceed Two Hundred Forty Thousand Six Hundred Dollars and No Cents (\$240,600.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
AMENDMENT NO. 3	\$66,500.00
CONTRACT TO DATE	\$240,600.00

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 invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. 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 November 19, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.

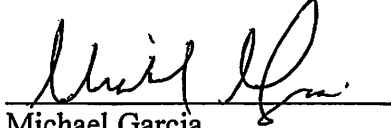
B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

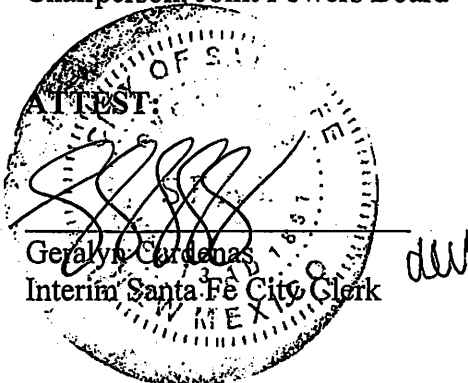
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Michael Garcia
Chairperson, Joint Powers Board

11/16/23
Date:

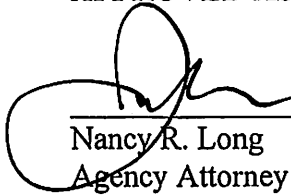


CONTRACTOR:


Lucas Rael
Chief Executive Officer
Ambitions Technology Group

12.07.2023
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.16.2023
Date:

EXHIBIT A

Year 4 Fee Schedule

FEE SCHEDULE

RFP No. 21-01-P MANAGED IT SERVICES FOR THE SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	19	\$	\$ Included
Desktop Limited Use	6	\$	\$ Included
Laptop Support	1	\$	\$ Included
Laptop Support - Limited Use	1	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$325.90	\$325.90
Hyper V Host	1	\$	\$ Included
Microsoft Exchange Online Plan 1 with Email Spam and Virus Filtering, Duo Multifactor Authentication and DropSuite Backup Solution	1	\$220.20	\$220.20
Total			\$4,749.35

- (1) Datto license and 3TB offsite storage:
Year 1 - \$155.00/month
Year 2 and 3 - \$260.72/month
Year 4 and 5 - \$325.90/month
Year 5 and beyond - \$391.08/month

Microsoft Exchange Online Plan 1
Exchange Online Account Set-up,
DUO Account Set-up and user activation,
User Migration to Exchange Online Account,
Shared Mailbox Creation,
Email Backup Software set up and deployment.
Post migration support per end user and on-site support.

One-Time Total	\$8,800.00
Total Taxes	\$ 671.00
Total	\$9,471.00

ATTACHMENT 3

Amendment No. 2 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 2 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date the Agency executes this Amendment.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Fifty-Four Thousand One Hundred Dollars and No Cents (\$54,100.00) so that Article 3 reads in its entirety as follows:

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 Seventy-Four Thousand One Hundred Dollars and No Cents (\$174,100.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
AMENDMENT NO. 2	\$54,100.00
CONTRACT TO DATE	\$174,100.00

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 invoices containing a detailed report of services completed. Compensation shall be paid only for services actually performed as set forth in the Fee Schedule attached hereto in Exhibit A.

D. Invoices containing reimbursement expenses, if any, shall be itemized.

2. 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 November 19, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Anna Hansen
Anna Hansen
Chairperson, Joint Powers Board

11/17/22
Date:

ATTEST:

Katharine E. Clark
Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Lucas Rael
Lucas Rael
Chief Executive Officer
Ambitions Technology Group

11/29/2022
Date:

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

11-18-2022
Date:

EXHIBIT A
Year 3 Fee Schedule

FEE SCHEDULE
RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$260.72	\$260.72
Hyper V Host	1	\$	\$ Included
Total			\$4,511.97

- (1) Datto license and 3TB offsite storage:
Year 1 - \$155.00/month
Year 2 and 3 - \$260.72/month
Year 4 and 5 - \$325.90/month
Year 5 and beyond - \$391.08/month

ATTACHMENT 4
Amendment No. 1 - Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services - 2020)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated November 19, 2020 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide managed IT services (RFB No. '21/01/P).

Pursuant to Article 20, 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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Sixty Thousand Dollars and No Cents (\$60,000.00) so that Article 3 reads in its entirety as follows:

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 Thousand Dollars and No Cents (\$120,000.00).

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$60,000.00
AMENDMENT NO. 1	\$60,000.00
CONTRACT TO DATE	\$120,000.00

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. The Agency is exempt from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

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

D. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

2. 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 November 19, 2022, unless it is terminated sooner pursuant to Article 6 of this Agreement.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, this Agreement can be renewed annually, if agreed upon by the

Agency and Contractor.

3. AGREEMENT IN FULL FORCE

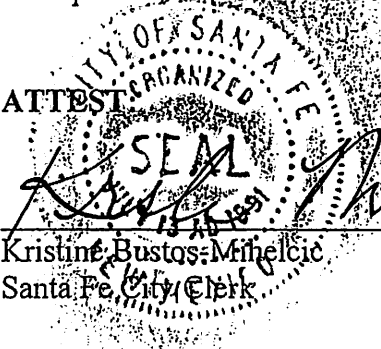
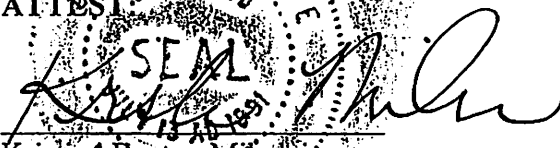
Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


JoAnne Vigil Coppler
Chairperson, Joint Powers Board

11/22/21
Date:

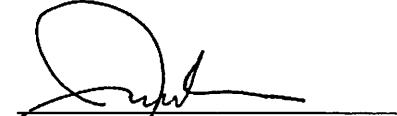
ATTEST: 

Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:


Lucas Rael
Chief Executive Officer
Ambitions Technology Group, LLC

11/23/21
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.19.2021
Date:

EXHIBIT A
Year 2 Fee Scheule

FEE SCHEDULE
RFP No. '21-01-P
MANAGED IT SERVICES
FOR THE
SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses (5), One Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$260.72	\$260.72
Hyper V Host	1	\$	\$ Included
Total			\$4,511.97

- (1) Datto license and 3TB offsite storage:
Year 1 - \$155.00/month
Year 2 and 3 - \$260.72/month
Year 4 and 5 - \$325.90/month
Year 5 and beyond - \$391.08/month

ATTACHMENT 5

**Services Agreement
with
Ambitions Technology Group**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT
WITH
AMBITIONS TECHNOLOGY GROUP
(Managed IT Services)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Ambitions Technology Group, LLC ("Contractor") to provide managed IT services 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 services subject to this Agreement are set forth in RFP No. '21/01/P and all related Contract Documents, including Contractor's proposal in response thereto, which is incorporated into this Agreement and as set forth in Exhibit A attached hereto.

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 Sixty Thousand Dollars and No Cents (\$60,000.00).

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. The Agency is exempt

from gross receipts tax on tangible personal property. A tax-exempt certificate will be issued upon written request.

C. Payment shall be made upon receipt and approval by the Agency of detailed invoices 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. Invoices shall contain the following information: invoice number and date, description of the services or supplies, quantities, unit prices and extended totals. Separate invoices shall be submitted for each and every service performed. Invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency, not the City of Santa Fe.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 19, 2021, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for services codified in Section 13-1-150 NMSA 1978, this Agreement may not exceed ten (10) years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor.

6. TERMINATION

The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

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

7. DEFAULT

The Agency reserves the right to cancel all or any part of this Agreement without cost to the Agency if Contractor defaults in the performance of this Agreement, and except as otherwise provided

herein, to hold Contractor liable for any cost or damage incurred by the Agency due to Contractor's default.

8. FORCE MAJEURE

A. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation under this Agreement if the delay or failure to perform is as a result of force majeure. Event of force majeure means:

- 1) Acts of God or a public enemy;
- 2) Acts or omissions of any government entity;
- 3) Fire, flood or other casualty for which a party is not responsible;
- 4) Pandemic, epidemic or quarantine restriction;
- 5) Unanticipated work stoppage or freight embargo;
- 6) Strike, lockout, labor dispute, or civil disturbance; and
- 7) Unusually severe weather conditions.

B. Where there is an event of force majeure, the party prevented from or delayed in performing its obligations under this Agreement must immediately notify the other party giving full particulars of the event of force majeure and the reasons for the event of force majeure preventing that party from or delaying that party in performing its obligations under this Agreement. The party must use its reasonable efforts to mitigate the effect of the event of force majeure upon its performance of the Agreement and to fulfill its obligations under the Agreement.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. INSURANCE

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

B. Contractor shall carry and maintain technology professional liability insurance of \$1,000,000 for each claim throughout the term of this Agreement.

C. 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.

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

15. 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.

16. 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, Sections 41-4-1 to 41-4-27 NMSA 1978. 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.

17. 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.

18. 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.

19. APPLICABLE LAW; CHOICE OF LAW; VENUE

A. Contractor shall abide by all applicable federal and state laws and regulations, and all ordinances, rules and regulations of the Agency.

B. Contractor shall comply with the requirements of the City of Santa Fe Living Wage Ordinance (Section 28-1 SFCC 1987) and Santa Fe County Living Wage Ordinance Nos. 2014-1 and 2014-5.

C. 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.

20. AMENDMENT

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

21. 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.

22. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

During the term of this Agreement, Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, 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.

23. 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.

24. NOTICES

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

AGENCY: Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Fax: (505) 424-1839
Email: rkippenbrock@sfswwma.org

CONTRACTOR: Lucas Rael
Chief Executive Officer
Ambitions Technology Group
201 Third Street NW, Suite 720
Albuquerque, NM 87102
Fax: (888) 384-4990
Email: lrael@ambitionsgroup.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed with postage prepaid. 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. Notice sent by facsimile or email shall be effective only upon actual receipt of the original unless written confirmation is sent by the recipient of the facsimile stating that the notice has been received, in which case the notice shall be deemed effective as of the date specified in the confirmation. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

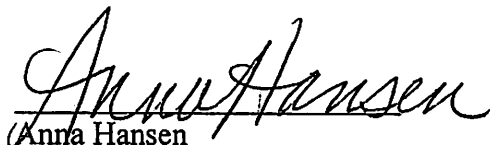
25. **COMPLIANCE WITH LAWS AND REGULATIONS; PROHIBITION OF BRIBES, GRATUITIES, AND KICKBACKS**

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

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

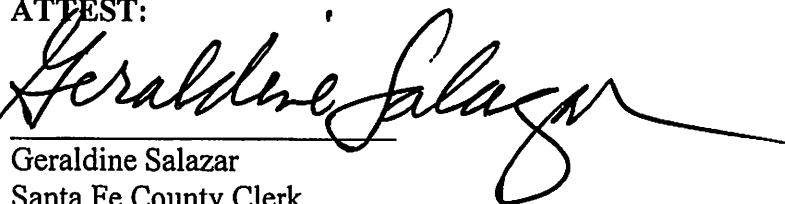
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Anna Hansen
Chairperson

11/18/2020
Date:

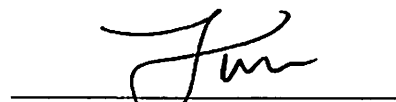
ATTEST:



Geraldine Salazar
Santa Fe County Clerk



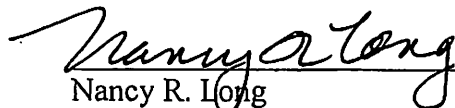
CONTRACTOR:



Lucas Rael
Chief Executive Officer
Ambitions Technology Group

12/3/2020
Date:

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

11-20-2020
Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

Contractor shall provide managed IT services including but not limited to:

- End-user support including live helpdesk
- Onsite and remote desk support
- After-hour emergency support
- Network and endpoint monitoring, optimizing and reporting
- Network support (including switches, firewalls, and wireless access points)
- Network data and security
- Server management and support including Microsoft Hyper-V virtualization infrastructure
- Backup management, testing and reporting
- Disaster recovery including periodic test restore from backup
- Incident response
- 24/7 system monitoring and response
- Network vulnerability assessment
- Internet access and support including VPN and desktop remote access
- Email infrastructure and support (Microsoft Exchange)
- Maintenance of client documentation (full and current playbook of supported environment)
- Security patch management and updates
- Antivirus updates (endpoints and network storage)
- Malware detection and removal
- Spyware detection and removal
- Spam-filter updates
- Hardware monitoring for sign of failures
- Add or remove users (endpoints and network)
- New or replace hardware or software
- Microsoft Office support
- Software application support including liaising with vendors
- Software licensing (renewal, maintenance, documentation)
- Mobile device management
- Audiovisual technology support including Cisco WebEx Meetings
- Support liaison for CenturyLink, Mitel phone system, Open Edge payment system
- Network and endpoint inventory support
- Annual employee security awareness training
- Design, configuration and support for network and endpoint technologies
- Quarterly reviews and long-term planning for network and endpoint technologies

The Landfill staff hours are 6:30 a.m. to 5:30 p.m. Mountain Time, Monday – Saturday.

The BuRRT staff hours are 7:00 a.m. to 5:30 p.m. Mountain Time, Sunday – Saturday.

Currently, the Agency has, but is not limited to, the following inventory:

- **Network**
 - Windows PC environment
 - Adtran devices managed by CenturyLink
 - Fortinet firewalls - Fortigate 100E and 60E
 - HP Aruba PoE switches - 5
 - Dell PowerEdge physical servers - 3
 - Microsoft virtual machines – 5
 - WasteWorks satellite servers (Dell OptiPlex 5070) - 2
 - Desktops - 20
 - Laptops – 4
 - Conference room televisions with Lenovo Think Centre - 2
 - Kronos kiosks (Dell OptiPlex 3070) - 2
 - Digi port servers for serial to Ethernet connectivity at scale houses - 3
 - Ubiquity wireless access points in each building - 5
 - Ubiquity wireless point to point $\approx \frac{3}{4}$ mile distance - 1
 - Network print servers and printers
 - Sharp and Toshiba copiers with scanning capability – 5
 - Kronos time clocks - 5

The network is comprised of two sites (Landfill and BuRRT) with three buildings at each site. Fiber optic (200 Mbps) internet is provided at each site by CenturyLink. The maintenance shop is connected by Ubiquity point to point wireless bridge.

- **Main Server** – 2020 Dell PowerEdge T440 Server; domain controller, file server and 2019 Microsoft Exchange server; Veeam licenses; Microsoft Server OS 2019; Microsoft Hyper-V virtualization software; OS volume is 460 GB; data drive is 3.7 TB.
- **WasteWorks Server** – 2019 Dell PowerEdge T440 Server; WasteWorks server, domain controller; Veeam licenses; Microsoft Server OS 2016 Standard; WasteWorks-SQL database program; Microsoft Hyper-V virtualization software; OS volume is 225 GB; data drive is 1.4 TB.
- **WasteWorks Satellite Servers** – Two 2020 Dell OptiPlex 5070 with Intel Core i7-9700 and 8 GB RAM; Microsoft OS Windows 10.
- **Backup Server** – 2019 Dell EMC PowerEdge R740 Server; Microsoft Server OS 2016; OS volume is 225 GB; data drive is 7.6 TB.
- **Backup System** - Local (Dell EMC PowerEdge R740 Server) and offsite backups. Backups shall be performed daily. Data shall be backed up to a Datto Siris4 Business server

with 3TB of storage at the Contractor's facility in Albuquerque, NM. Retention for local backups shall be 30 days. Retention for offsite backups shall be one year.

- **Software**

- Microsoft Hyper-V virtualization software
- Veeam licenses installed on all virtual servers
- Microsoft Exchange 2019
- ESET antivirus software
- Cloud-based service SPAM filtering program
- General productivity software (Microsoft Office and Adobe)
- Carolina software - WasteWorks scale software*
- Munis ERP – financial management software (City system)*
- Open Edge credit card payment processing system*
- Kronos time clock software*
- Sharpdesk software for scanning and content management*
- Mitel VOIP phone system with InGate SIParator firewall*
- JJ Keller cloud-based health and safety software*
- Fleetio cloud-based fleet management software*
- Performance Now software
- CAT equipment parts software*
- FitPro respirator fit test software*

- **Miscellaneous**

- Cell phones - 11 and tablets - 5 (Verizon and Sprint providers)*
- ExacqVision video surveillance - two network video servers and 48 cameras*
- Motorola handheld radios, two bases and one repeater*
- Trimble base station/rover/equipment (GPS system)*

* denotes full/limited support by software/equipment provider.

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FEE SCHEDULE

RFP No. '21-01-P

MANAGED IT SERVICES

FOR THE

SANTA FE SOLID WASTE MANAGEMENT AGENCY

Description	Quantity	Unit Price	Monthly Cost
Server Support – Physical Machine	3	\$	\$ Included
Server Support – Microsoft Virtual Machine	5	\$	\$ Included
WasteWorks Satellite Server Support	2	\$	\$ Included
Desktop Support	18	\$	\$ Included
Desktop Limited Use	2	\$	\$ Included
Laptop Support	2	\$	\$ Included
Laptop Support - Limited Use	2	\$	\$ Included
Kronos Kiosk (Dell OptiPlex 3070) Support - Limited Use	2	\$	\$ Included
Conference Room Television with Lenovo Think Centre Support - Limited Use	2	\$	\$ Included
ESET Server Security Suite or Similar	5	\$	\$ Included
ESET Desktop/Laptop Security Suite or Similar	24	\$	\$ Included
Spam Filtering	24	\$	\$ Included
Datto Licenses ⁽¹⁾	5	\$11.00	\$55.00
Siris4 Business Server Offsite Storage – 3TB ⁽¹⁾	1	\$100.00	\$100.00
Hyper V Host	1	\$	\$ Included
Total			\$4,406.25

- (1) Datto license and 3TB offsite storage:
- Year 1 - \$155.00/month
 - Year 2 and 3 - \$260.72/month
 - Year 4 and 5 - \$325.90/month
 - Year 5 and beyond - \$391.08/month

MEMORANDUM

To: SFSWMA Joint Powers Board
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 4 to the Professional Services Agreement with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for Employee Medical Services (RFP No. 22/18/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 4 to the Professional Services Agreement (Agreement) with Occupational Health Centers of the Southwest, P.A. ("Concentra") of Addison, TX, for employee medical services.

The Amendment extends the term of the Agreement through November 18, 2025 (Year 4). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

The Amendment increases the compensation by \$10,000 for a total amount not to exceed \$50,000.

Funding is available in 8100851.510310 (Landfill Service Contracts) and 8100852.510310 (BuRRT Service Contracts).

BACKGROUND

On October 18, 2021, the Agency issued Request for Proposal (RFP) No. 22/18/P for employee medical services. One medical service provider, Concentra, responded to the RFP.

On November 18, 2021, the Board approved a Professional Services Agreement with Concentra for \$20,000.

On November 17, 2022, the Board approved Amendment No. 1 to the Agreement with Concentra. The Amendment extended the term to November 18, 2023, and increased the compensation by \$20,000 to a total amount not to exceed \$40,000.

On February 16, 2023, the Board approved Amendment No. 2 to reflect Concentra's new rates for services listed in Exhibits A and B of the Agreement.

On November 16, 2023, the Board approved Amendment No. 3 to extend the term to November 18, 2024.

Concentra provides the Agency with the following medical services at its Santa Fe urgent care clinic located at 720 St. Michaels Drive:

- General Medical Responsibilities
- Basic & Department of Transportation Physicals
- Drug & Alcohol Testing
- Immunizations and Infectious Disease Screening
- Respiratory Protection Program
- Injury Care
- N.M. Workers' Comp
- Other Medical Services

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 4 to the Agreement with Concentra for employee medical services.

Attachments:

- 1) Professional Services Agreement – Amendment No. 4
- 2) Professional Services Agreement – Amendment No. 3
- 3) Professional Services Agreement – Amendment No. 2
- 4) Professional Services Agreement – Amendment No. 1
- 5) Professional Services Agreement with Concentra

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ATTACHMENT 1

**Professional Services Agreement
Amendment No. 4**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 4 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“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 employee medical services for Agency’s employees (RFP No. 22/18/P).

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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ten Thousand Dollars and No Cents (\$10,000.00) 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 Fifty Thousand Dollars and No Cents (\$50,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$20,000.00
AMENDMENT NO. 1	\$20,000.00
AMENDMENT NO. 2	\$0.00
AMENDMENT NO. 3	\$0.00
AMENDMENT NO. 4	\$10,000.00
CONTRACT TO DATE	\$50,000.00

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 detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. **TERM AND EFFECTIVE DATE**

Article 4, Term and Effective Date of the Agreement is amended to extend the term of the Agreement, so that Article 4 reads in its entirety as follows:

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

3. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 4 as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustmante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers

Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

**Professional Services Agreement
Amendment No. 3**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 3 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”). The Amendment was effective as of the date of approval of the Amendment by the Agency Joint Powers Board on November 16, 2023.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide employee medical services for Agency’s employees (RFP No. 22/18/P).

Subsequent to the approval and execution of the Amendment by the Agency, Contractor accidentally destroyed the Amendment and could not return the Amendment to the Agency. Therefore, the parties are re-executing the Amendment.

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. TERM AND EFFECTIVE DATE

Article 4, 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 November 16, 2023, and terminate on November 18, 2024, 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.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have re-executed this AMENDMENT as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Michael Garcia
Michael Garcia
Chairperson, Joint Powers Board

15/01/2024

Date:

ATTEST:

Geralyn Cardenas X/V
Geralyn Cardenas
Interim Santa Fe City Clerk

CONTRACTOR:

Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers

Robert Hassett D.O., MPH
Robert Hassett D.O., MPH (Jan 15, 2024 09:25 CST)
Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

16/01/2024

Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy Long (Jan 12, 2024 14:47 MST)
Nancy R. Long
Agency Attorney

01/12/2024

Date:

ATTACHMENT 3

**Professional Services Agreement
Amendment No. 2**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 2 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("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 employee medical services for Agency's employees (RFP No. '22/18/P).

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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to reflect the Contractor's new rates for services listed in Exhibits A and B of the Agreement so that Article 3 shall read in its entirety as follows:

A. The Agency shall pay to Contractor in full payment for services rendered, a sum not to exceed Forty Thousand Dollars and No Cents (\$40,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services, attached hereto as Exhibits A and B.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$20,000.00
AMENDMENT NO. 1	\$20,000.00
AMENDMENT NO. 2	\$0.00
CONTRACT TO DATE	\$40,000.00

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 detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A and B.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

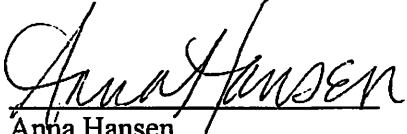
2. AGREEMENT IN FULL FORCE

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

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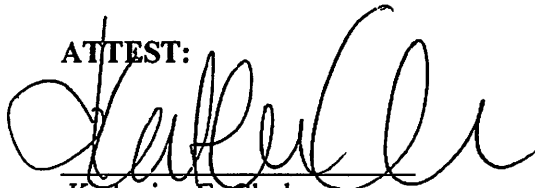
IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson

2/16/23
Date:

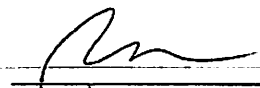
ATTEST:


Katharine E. Clark
Santa Fe County Clerk



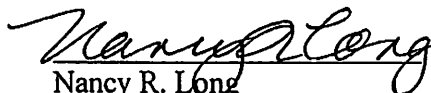
CONTRACTOR:

Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers


Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

3/10/23
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

2-17-2023
Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror must have a medical facility within 30 minutes normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Offeror shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror shall provide full-service drug and alcohol testing including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested by the Agency.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination	\$ <u>62</u>
DOT Physical Examination	\$ <u>73</u>
DOT Regulated Drug Screen (5-panel)	\$ <u>59</u>
Non-Regulated (Rapid) Drug Screen (5-panel)	\$ <u>47</u>
Non-Regulated Drug Screen (10-panel)	\$ <u>88</u>
Breathe Alcohol Test (BAT)	\$ <u>38</u>

The above services are to be used in different combinations to adhere to our occupational health policies for regular and DOT physical examinations and drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

Hepatitis B Vaccine	\$ <u>111 per injection</u>
Hepatitis B Titer (Surface Antibody)	\$ <u>93</u>
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	\$ <u>85</u>
Influenza Vaccine	\$ <u>45</u>
HIV Screening	\$ <u>136</u>
Tuberculosis Screening	\$ <u>69</u>
On-Site (per hour)	\$ <u>N/A</u>

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$ <u>38</u>
Respirator Physical	\$ <u>72</u>
Pulmonary Function Test	\$ <u>51</u>
Lead & ZPP Whole Blood*	\$ <u>92</u>
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$ <u>77</u>
Cholinesterase Whole Blood ⁽¹⁾	\$ <u>92</u>
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$ <u>119</u>
Chest X-Ray ⁽²⁾	\$ <u>116</u>
E.K.G. ⁽²⁾	\$ <u>109</u>

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

~~3. INJURY CARE / NM WORKERS'S COMP~~

Offeror shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Offeror may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic. Exhibit B contains the details of these services.

Coronavirus Clearance/RTW Evaluation	\$ <u>91</u>
Coronavirus (COVID-19) Assessment	\$ <u>30</u>
SARS Co-V2 RNA COVID19	\$ <u>185</u>
SARS Cov-2 Ab IgG Spike	\$ <u>110</u>

EXHIBIT B

Other Medical Services

COVID-19 SARS CoV 2 RNA AND SARS CoV 2 AB IgG (ANTIBODY TESTING) CENTER SERVICES

1. Concentra Responsibilities. Concentra will assign appropriate staff to perform the Services set forth on Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services immediately at its sole discretion.

2. Client Responsibilities. Any testing materials or equipment to perform the Services under this Agreement, shall adhere to all COVID-19 SARS CoV2 RNA and SARS CoV 2 AB IgG (Antibody Testing) guidelines issued by the Centers for Disease Control and Prevention (CDC) to the greatest extent possible.

a) Testing materials to be provided (please select what will be provided by Client)

- Testing Device:
- Test Kits:
- Other:
- ✓ **None, Concentra to provide all requirements**

* Client acknowledges and agrees that Concentra's ability to perform the Services of the Agreement is contingent upon the provision of the supplies set forth above. All testing supplies provided by shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing.

3. Indemnification. Concentra shall indemnify and hold harmless Client, including its agents, employees, principals, shareholders, and officers, from any liability in connection with any act or event causing harm or injury to any participant of the screening, provided such act or event is caused by the sole negligent act or omission of Concentra or any Concentra agent or employee.

4. Compliance with Laws. Concentra and Client agree to comply with all applicable federal and state laws and regulations, including any laws or emergency public health orders which are enacted before or after the Effective Date.

Concentra will provide the Services at the rates below:

Test	Fee
SARS CoV 2 RNA 39448 (COVID-19)	\$185.00/test
SARS CoV 2 AB IgG COVID-19 39504 (Antibody Testing)	\$110.00/test

- a) All Services performed shall be for **asymptotic** test participants only. Test participants shall be defined as Client's employees. **Symptomatic** individuals will not be tested and should be instructed not to visit Concentra.
- b) RNA tests are used to determine if someone is currently infected with SARS CoV-2, the virus that causes COVID-19. These tests check samples from the respiratory system, such as swabs from inside the nose.
- c) Antibody tests (IgG) venipuncture to check for a previous infection.
 - i. Concentra will assign appropriate staff to perform the Services set forth herein. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services at its sole discretion. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Concentra shall make best efforts to notice Client as promptly as possible and Services shall be suspended until such shortage is remedied.
 - ii. All testing shall be done by scheduled visits only. If the Client requires bulk testing Services to be performed in one scheduled event of twenty-five (25) or more test participants, then Client shall provide Concentra with at least two (2) weeks' written notice of such requirement and Concentra shall ensure staff and supplies are available for such event.
 - iii. Specimen collection and testing will be performed at a Concentra location(s). Concentra shall develop the process and patient flow, as may be required.
 - iv. Test participants must consent to testing and allow Concentra to release results. The applicable consent forms will be distributed by Client to the test participants in advance of the screening event.
 - v. Concentra's Physician or Clinician shall ask the applicable questions with each test participant. If required and based on responses to the questions, the Concentra Physician or Clinician will order the applicable tests required for each test participant.
 - vi. All specimen collections and testing will be completed under the supervision of a Concentra Occupational Health Physician licensed in the applicable State the services are performed.
 - vii. Concentra will be the occupational health provider to perform specimen collection, testing, and results reporting.
 - viii. All reporting will be provided to Client via employer portal access upon receipt of results from the laboratory.
 - ix. Nasal swab collections and Antibody testing will be performed by Concentra under the supervision of a licensed practitioner.

- x. Concentra staff will provide specimens to the applicable laboratory while ensuring temperature control, if applicable.
 - xi. Client acknowledges that it has been advised of, and understands, the purpose and limitations of testing clinical specimens for COVID-19. Client has had an opportunity to consult with its medical and legal counsel about its COVID-19 testing program prior to entering into this Agreement.
 - xii. Client understands that it may be restricted from requiring its employees to undergo antibody testing as a condition of returning to work and it has had an opportunity to consult with its legal counsel prior to developing its testing program.
-

ATTACHMENT 4

**Professional Services Agreement
Amendment No. 1**

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A.
(Employee Medical Services - 2021)**

This AMENDMENT No. 1 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated November 18, 2021 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers ("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 employee medical services for Agency's employees (RFP No. '22/18/P).

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. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Twenty Thousand Dollars and No Cents (\$20,000.00) 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 Forty Thousand Dollars and No Cents (\$40,000.00), including applicable gross receipts taxes pursuant to the rates and fee schedule set forth in the Scope of Services.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$20,000.00
AMENDMENT NO. 1	\$20,000.00
CONTRACT TO DATE	\$40,000.00

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 detailed invoices describing the services performed. Compensation shall be paid only for services performed in accordance with the fee schedule set forth in the Scope of Services hereto attached in Exhibit A.

D. Detailed invoices containing any reimbursement expenses shall be itemized.

2. **TERM AND EFFECTIVE DATE**

Article 4, 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 November 18, 2023, unless it is terminated sooner pursuant to Article 6 below.

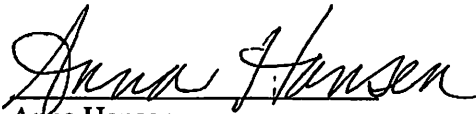
B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may not exceed four years, including all extensions and renewals. Subject to that limitation, the Agreement can be renewed annually, if agreed upon by the Agency and Contractor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

3. **AGREEMENT IN FULL FORCE**

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

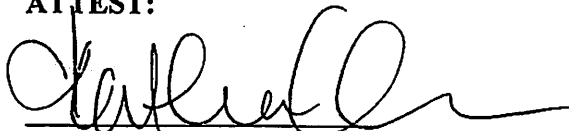
IN WITNESS WHEREOF, the parties have executed this AMENDMENT as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Anna Hansen
Chairperson, Joint Powers Board

11/17/22
Date:

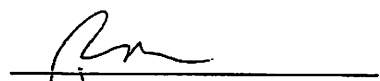
ATTEST:


Katharine E. Clark
Santa Fe County Clerk



CONTRACTOR:

Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers


Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

11/19/23
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11-18-2022
Date:

ATTACHMENT 5

Professional Services Agreement with Concentra

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
OCCUPATIONAL HEALTH CENTERS OF THE SOUTHWEST, P.A
(Employee Medical Services – 2021)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into by and between the Santa Fe Solid Waste Management Agency (“Agency”) and Occupational Health Centers of the Southwest, P.A. d/b/a Concentra Medical Centers (“Contractor”) for employee medical services (RFP No. '22/18/P), as described in Exhibit A and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The professional services subject to this Agreement are set forth in the Scope of 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 Twenty Dollars and No Cents (\$20,000.00).

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

Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services

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. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 18, 2022, 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.

5. 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 Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. Contractor shall have the right to terminate this Agreement with or without cause, at any time with no less than thirty (30) days written notice to Agency.

6. APPROPRIATIONS

The terms of this Agreement are contingent upon sufficient appropriations to and authorization from the Joint Powers Board for the Agency for the performance of this Agreement. If sufficient appropriations are not made or authorization provided, this Agreement shall terminate upon written notice from the Agency to Contractor. The Agency shall be responsible for charges incurred up to the date of notification under this Section per Article 5 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

7. 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.

8. 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.

9. CHANGE IN CONTRACTOR'S REPRESENTATIVE

The Agency reserves the right to require a change in Contractor representative if the assigned representative fails to perform to the satisfaction of the Agency. Contractor will have fifteen (15) days from the Agency's written notice to remove and replace the representative with another representative acceptable to the Agency.

10. 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.

11. CONFIDENTIALITY

A. 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.

B. However, for medical records created through the performance of the Scope of Services hereunder, Contractor shall serve as the custodian of medical records created at the clinic

during the term of this Agreement. Contractor, as custodian of records shall abide by all local, state, and federal requirements for such record retention during and after the term of this Agreement applicable to Contractor. Agency acknowledges that Contractor will provide copies of medical records to any third-party requestor (with the appropriate executed release from the employee/patient, court order, or business affidavit, as applicable). Agency understands and acknowledges that Agency is not entitled to access any patient medical records except to the extent allowed by law. Contractor is a “covered entity” as enumerated in 45 CFR §160.103. As a covered entity, Contractor may only disclose protected health information as authorized by and to the extent allowed by law. Upon the termination of this Agreement for any reason, Contractor shall maintain all records created against the statutory and regulatory requirements. Should Agency request records be maintained by Contractor beyond any state, local or federal rule due to an ongoing audit or legal matter, then Agency shall be invoiced for such retention for as long as such records are retained until written notice from Agency to destroy such retained records. This Article 11 shall survive the termination of this Agreement.

12. 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.

13. 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.

14. 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 \$2,000,000 for each occurrence and \$4,000,000 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 Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for professional medical malpractice to cover no less than \$2,000,000 for each claim.

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.

15. 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.

16. RECORDS AND AUDIT

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

17. 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.

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. 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.

20. NON-DISCRIMINATION

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

21. 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

Occupational Health Centers of the Southwest, P.A. Professional Services Agreement – Employee Medical Services

for its violation, and New Mexico criminal statutes impose penalties for bribes, gratuities, and kickbacks.

22. AMENDMENT

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

23. 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.

24. 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.

25. NOTICES

A. Any notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR: Robert G. Hassett, D.O., MPH
President, Treasurer and Corporate Secretary
Occupational Health Centers of the Southwest, P.A.
d/b/a Concentra Medical Centers
Spectrum Drive, Suite 1200 West
Addison, TX 75001

- B. Such notices may be delivered by:
- 1) personal delivery;
 - 2) certified U.S. mail, returned receipt requested; or
 - 3) recognized overnight delivery service.
- C. Any such notice shall be effective upon actual receipt by the party entitled thereto.
- D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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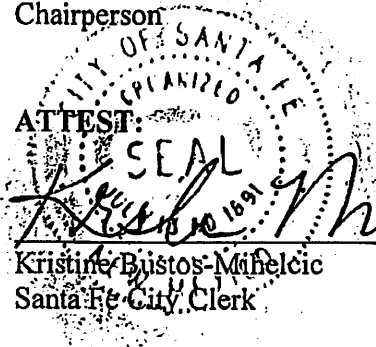
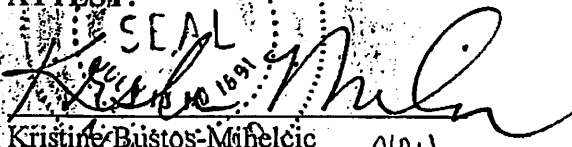
IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

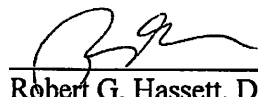

JoAnne Vigil Coppler
Chairperson

11/18/2021
Date:

ATTEST:

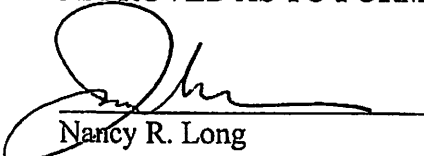


Kristine Bustos-Michelcic
Santa Fe City Clerk

CONTRACTOR:


Robert G. Hassett, D.O., MPH
President, Treasurer and
Corporate Secretary

11-24-21
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

11.19.2021
Date:

EXHIBIT A
Scope of Services

SCOPE OF SERVICES

The scope of services is organized into sections based on the Agency's overall needs for employee medical services.

1. OFFEROR'S GENERAL RESPONSIBILITIES

Offeror must have a medical facility within 30 minutes normal driving distance from the Agency's Administration Building located at 149 Wildlife Way, Santa Fe, NM 87506.

Offeror shall provide the medical services listed in the Background Section of the RFP on an as-needed basis between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. Hours before 8:00 a.m. and/or after 5:00 p.m. and weekend hours are highly preferred for drug and alcohol testing.

Offeror shall provide staffing, laboratory services and other support services as required by the Agency.

Offeror shall maintain medical records documenting all care provided by the Offeror including, but not limited to, injury care, occupational medical evaluation, treatment, physical examination, medical examination, immunization, screening and testing.

Offeror shall provide full service drug and alcohol testing including collection, lab testing, reports, results and consolidated billing for post-offer employment, reasonable suspicion, post-accident, random testing and DOT-compliance testing. Services for Medical Review Officer (MRO) are contracted separately and not included in this RFP.

Offeror shall provide DOT and OSHA medical and physical examinations as per Agency's programs referenced in the Background Section of the RFP.

Offeror shall provide employees with work-related injuries and illnesses, the proper medical care and treatment and in a timely basis. Offeror shall also provide appropriate medical and rehabilitative services to the employees for maximum medical improvement (MMI) and a safe return to work as early as possible.

Offeror shall serve as an expert witness for substance abuse testing and procedures, injury care and NM Workers' Comp related cases, when requested by the Agency.

Offeror shall comply with all state and federal regulations including OSHA for the medical services referenced in the Background Section of the RFP.

2. OFFEROR'S MEDICAL FEES

Offeror shall provide a fee schedule for the following: physical examinations, screenings and medical tests.

BASIC & DOT PHYSICALS / DRUG & ALCOHOL TESTING

Physical Examination	\$ <u>58</u>
DOT Physical Examination	\$ <u>68</u>
DOT Regulated Drug Screen (5-panel)	\$ <u>55</u>
Non-Regulated (Rapid) Drug Screen (5-panel)	\$ <u>47</u>
Non-Regulated Drug Screen (10-panel)	\$ <u>75</u>
Breathe Alcohol Test (BAT)	\$ <u>35</u>

The above services are to be used in different combinations to adhere to our occupational health policies for regular and DOT physical examinations and drug and alcohol testing policy.

IMMUNIZATIONS AND INFECTIOUS DISEASE SCREENING

Hepatitis B Vaccine	\$ <u>104 per injection</u>
Hepatitis B Titer (Surface Antibody)	\$ <u>87</u>
T-Dap Vaccine (Tetanus, Pertussis & Diphtheria)	\$ <u>80</u>
Influenza Vaccine	\$ <u>36</u>
HIV Screening	\$ <u>92</u>
Tuberculosis Screening	\$ <u>38</u>
On-Site (per hour)	\$ <u>N/A</u>

RESPIRATORY PROTECTION PROGRAM

OSHA Respirator Questionnaire	\$ <u>35</u>
Respirator Physical	\$ <u>67</u>
Pulmonary Function Test	\$ <u>48</u>
Lead & ZPP Whole Blood*	\$ <u>113</u>
Gen Health Panel (Chem. 23, CBC, UA) ⁽¹⁾	\$ <u>72</u>
Cholinesterase Whole Blood ⁽¹⁾	\$ <u>86</u>
Heavy Metals - As, Pb, Hg Urine ⁽¹⁾	\$ <u>112</u>
Chest X-Ray ⁽²⁾	\$ <u>74</u>
E.K.G. ⁽²⁾	\$ <u>64</u>

(1) - Required laboratory testing for employees who manage hazardous waste for more than 30 days per year.

(2) - Optional. Will be provided if necessary and authorized by the Agency.

3. ~~INJURY CARE / NM WORKERS'S COMP~~

Offeror shall provide their approach for injury care cases and worker's comp claims including appointments, wait-time, procedures, protocols, communication methods, case management, referral process, and billing.

4. OTHER MEDICAL SERVICES

Offeror may recommend other medical services along with the associated fees providing the reasons for expanding the scope of services. Below are other medical services that may be utilized by the Agency due to the evolving COVID-19 pandemic. Exhibit B contains the details of these services.

Coronavirus Clearance/RTW Evaluation	\$ <u>85</u>
Coronavirus (COVID-19) Assessment	\$ <u>30</u>
SARS Co-V2 RNA COVID19	\$ <u>185</u>
SARS Cov-2 Ab IgG Spike	\$ <u>110</u>

EXHIBIT B

Other Medical Services

COVID-19 SARS CoV 2 RNA AND SARS CoV 2 AB IgG (ANTIBODY TESTING) CENTER SERVICES

1. Concentra Responsibilities. Concentra will assign appropriate staff to perform the Services set forth on Exhibit A. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services immediately at its sole discretion.

2. Client Responsibilities. Any testing materials or equipment to perform the Services under this Agreement, shall adhere to all COVID-19 SARS CoV2 RNA and SARS CoV 2 AB IgG (Antibody Testing) guidelines issued by the Centers for Disease Control and Prevention (CDC) to the greatest extent possible.

a) Testing materials to be provided (please select what will be provided by Client)

- Testing Device:
- Test Kits:
- Other:
- ✓ **None, Concentra to provide all requirements**

* Client acknowledges and agrees that Concentra's ability to perform the Services of the Agreement is contingent upon the provision of the supplies set forth above. All testing supplies provided by shall satisfy requirements of the U.S. Food and Drug Administration (FDA) or other applicable federal and state agencies to perform COVID-19 testing.

3. Indemnification. Concentra shall indemnify and hold harmless Client, including its agents, employees, principals, shareholders, and officers, from any liability in connection with any act or event causing harm or injury to any participant of the screening, provided such act or event is caused by the sole negligent act or omission of Concentra or any Concentra agent or employee.

4. Compliance with Laws. Concentra and Client agree to comply with all applicable federal and state laws and regulations, including any laws or emergency public health orders which are enacted before or after the Effective Date.

Concentra will provide the Services at the rates below:

Test	Fee
SARS CoV 2 RNA 39448 (COVID-19)	\$185.00/test
SARS CoV 2 AB IgG COVID-19 39504 (Antibody Testing)	\$125.00/test

- a) All Services performed shall be for **asymptotic** test participants only. Test participants shall be defined as Client's employees. **Symptomatic** individuals will not be tested and should be instructed not to visit Concentra.
- b) RNA tests are used to determine if someone is currently infected with SARS CoV-2, the virus that causes COVID-19. These tests check samples from the respiratory system, such as swabs from inside the nose.
- c) Antibody tests (IgG) venipuncture to check for a previous infection.
 - i. Concentra will assign appropriate staff to perform the Services set forth herein. Notwithstanding anything contained in this Agreement to the contrary, all obligations of Concentra are contingent upon the reasonable availability of testing supplies, including personal protective equipment (PPE), and staff to perform the Services. If at any time such testing supplies or staff is unavailable, Concentra may suspend the Services at its sole discretion. Nationwide shortages of PPE may impact the availability of testing. If Concentra is made aware of such a circumstance, then Concentra shall make best efforts to notice Client as promptly as possible and Services shall be suspended until such shortage is remedied.
 - ii. All testing shall be done by scheduled visits only. If the Client requires bulk testing Services to be performed in one scheduled event of twenty-five (25) or more test participants, then Client shall provide Concentra with at least two (2) weeks' written notice of such requirement and Concentra shall ensure staff and supplies are available for such event.
 - iii. Specimen collection and testing will be performed at a Concentra location(s). Concentra shall develop the process and patient flow, as may be required.
 - iv. Test participants must consent to testing and allow Concentra to release results. The applicable consent forms will be distributed by Client to the test participants in advance of the screening event.
 - v. Concentra's Physician or Clinician shall ask the applicable questions with each test participant. If required and based on responses to the questions, the Concentra Physician or Clinician will order the applicable tests required for each test participant.
 - vi. All specimen collections and testing will be completed under the supervision of a Concentra Occupational Health Physician licensed in the applicable State the services are performed.
 - vii. Concentra will be the occupational health provider to perform specimen collection, testing, and results reporting.
 - viii. All reporting will be provided to Client via employer portal access upon receipt of results from the laboratory.
 - ix. Nasal swab collections and Antibody testing will be performed by Concentra under the supervision of a licensed practitioner.

- x. Concentra staff will provide specimens to the applicable laboratory while ensuring temperature control, if applicable.
 - xi. Client acknowledges that it has been advised of, and understands, the purpose and limitations of testing clinical specimens for COVID-19. Client has had an opportunity to consult with its medical and legal counsel about its COVID-19 testing program prior to entering into this Agreement.
 - xii. Client understands that it may be restricted from requiring its employees to undergo antibody testing as a condition of returning to work and it has had an opportunity to consult with its legal counsel prior to developing its testing program.
-

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director (RLK)
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 1 to the Services Agreement with Rusty's Weigh Scales & Service, Inc. of Lubbock, TX, for On-Call Truck Scale Calibration, Maintenance and Repair Services (ITB No. 24/32/B)

SUMMARY

The Agency is requesting the Board approve Amendment No. 1 (Amendment) to the Services Agreement (Agreement) with Rusty's Weigh Scales & Service (Rusty's Weigh) of Albuquerque, NM, for continued on-call truck scale calibration, maintenance, and repair services.

The Amendment will extend the term through October 19, 2025 (Year 2). Per Article 5, the Agreement can be renewed annually upon Board approval, not to exceed four years.

Funding remains available in 8100851.520300 and 8100852.520300 (Repair and Maintenance of Furniture/Fixtures/Equipment).

BACKGROUND

The Agency operates four truck scales at Caja del Rio Landfill (Landfill) and Buckman Road Recycling and Transfer Station (BuRRT). Each scale is inspected, calibrated, and certified every calendar quarter to ensure compliance with the New Mexico Department of Agriculture requirements. All vehicles at the Landfill and BuRRT are scaled to record incoming waste as required by 20.9.5.9 NMAC and facility operating permit conditions.

On September 5, 2023, the Agency issued Invitation to Bid (ITB) No. 24/32/B for on-call truck scale calibration, maintenance, and repair services. One bidder, Rusty's Weigh, responded to the ITB on October 5, 2023.

On October 19, 2023, the Board approved a Services Agreement with Rusty's Weigh for \$25,000.

ACTION REQUESTED

The Agency requests the Board approve Amendment No. 1 to the Agreement with Rusty's Weigh Scales & Service for continued on-call truck scale calibration, maintenance, and repair services.

Attachments:

- 1) Services Agreement – Amendment No. 1
- 2) Services Agreement with Rusty's Weigh Scales & Service

ATTACHMENT 1
Services Agreement – Amendment No. 1

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)**

This AMENDMENT No. 1 ("Amendment") to the SERVICES AGREEMENT, dated October 17, 2019 ("Agreement"), is made and entered into between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc. ("Contractor"). The date of this Amendment shall be the date this Amendment is executed by the Agency.

RECITALS

Under the terms of the Agreement, Contractor has agreed to provide on-call truck scale calibration, maintenance, and repair services for the Agency (ITB No. 24/32/B).

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

1. 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 October 19, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.

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

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chairperson, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Patty Steinhouse
HR—DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

Date:

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

ATTACHMENT 2

Services Agreement with Rusty's Weigh Scales & Service

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
SERVICES AGREEMENT WITH
RUSTY'S WEIGH SCALES & SERVICE, INC.
(On-Call Truck Scale Calibration, Maintenance, and Repair - 2023)**

This SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and Rusty's Weigh Scales & Service, Inc., ("Contractor") for on-call truck scale calibration, maintenance, and repair services as described in ITB No. 24/32/B and below. The Agreement shall be effective as of the date this Agreement is executed by the Agency.

1. SCOPE OF SERVICES

The services subject to this Agreement are set forth in the Scope of Services attached hereto in Exhibit A, and all related Contract Documents, including Contractor's Bid for ITB No. 24/32/B.

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 Twenty-Five Thousand Dollars and No Cents (\$25,000.00).

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 on the Contractor's bid form in the Scope of Services attached hereto in Exhibit A.

D. Detailed statements containing reimbursement expenses, if any, shall be itemized.

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on October 19, 2024, unless it is terminated sooner pursuant to Article 6 below.

B. Pursuant to the limitations on multi-term contracts for 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.

6. TERMINATION

A. The Agency may terminate this Agreement at any time and for any reason by giving ten (10) days written notice to Contractor. If the Agency terminates the Agreement:

1) Contractor shall render a final report of the services performed up to the date of termination and shall turn over to the Agency original copies of all work product, research, or papers prepared for the services covered by this Agreement. The Agency shall pay Contractor for services rendered and expenses incurred under this Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

B. The Agency further reserves the right to cancel all or any part of this Agreement without cost to the Agency if the Contractor fails to meet the provisions for this Agreement, and except as otherwise provided herein, to hold the Contractor liable for any excess costs associated with the Contractor's default. The Contractor shall not be liable for any excess costs if failure to perform is due to causes beyond the control and shall not be the fault of negligence of the Contractor and these causes have been made known to the Agency in written form within five working days of the Contractor becoming aware of a cause which may create any delay. Such causes include, but are not limited to, acts of God or the public enemy, acts of the State or of the Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-contractors due to any of the above unless the Agency shall determine that the suppliers or services to be furnished by the sub-contractor are obtainable

from other sources in sufficient time to permit the Contractor to meet the required delivery schedule. The rights and remedies of the Agency are not limited to those provided for in this paragraph and are in addition to any other rights provided for by law.

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

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

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

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

8. **CONFIDENTIALITY**

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

9. **CONFLICT OF INTEREST**

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

10. ASSIGNMENT; SUBCONTRACTING

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

11. RELEASE

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

12. INSURANCE

A. Contractor, at its own cost and expense, shall carry and maintain in full force and effect during the term of this Agreement 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 Agency shall be named as an additional insured under the insurance policy, and the policy shall provide that the Agency will be notified no less than 30 days before the policy is cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain Workers' Compensation insurance in accordance with New Mexico law to provide coverage for Contractor's employees throughout the

term of this Agreement. Contractor shall provide the Agency with evidence demonstrating that appropriate Workers' Compensation insurance has been obtained.

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

13. INDEMNIFICATION

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

14. NEW MEXICO TORT CLAIMS ACT

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

15. THIRD PARTY BENEFICIARIES

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

beneficiary.

16. RECORDS AND AUDIT

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

17. APPLICABLE LAW; CHOICE OF LAW; VENUE

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

18. AMENDMENT

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

19. SCOPE OF AGREEMENT

This Agreement expresses the entire agreement and understanding between the parties with respect to the services set forth in the Scope of 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.

20. NON-DISCRIMINATION

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

21. SEVERABILITY

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

22. NOTICES

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswwma.org

CONTRACTOR: Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales and Service, Inc.
408 N. Interstate 27
Lubbock, TX 79403
Email: p.steinhouse@rustysweigh.com

B. Any such notice sent by registered or certified mail, return receipt, shall be deemed to have been duly given and received seventy-two (72) hours after the same is so addressed and mailed

with postage prepaid. 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. Notice sent by email shall be effective only upon actual receipt of the original 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. Any party may change its address for purposes of this paragraph by giving notice to the other party as herein provided. Delivery of any copies as provided herein shall not constitute delivery of notice hereunder.

23. WARRANTY

All services, equipment, materials, parts or supplies provided by Contractor shall be covered by the most favorable commercial warranty, as indicated in the Contract Documents, including the Contractor's bid. The warranty shall begin when the Agency accepts deliverables from the Contractor. The warranty contract shall be solely with the Contractor and the Contractor shall be responsible for ensuring all warranty work is satisfactorily completed on any product under this Agreement. The Contractor shall respond to all requests for warranty repair within three (3) hours of notification by the Agency.

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

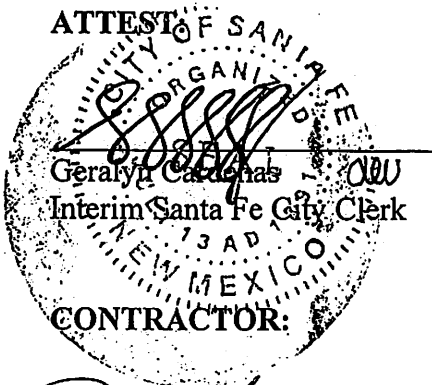
Contractor shall comply with all applicable federal, state, and local laws and regulations throughout the term of this Agreement. Contractor expressly acknowledges that the New Mexico Procurement Code, NMSA 1978, §13-1-28 through §13-1-199, imposes civil and criminal penalties for its violation, and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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Michael Garcia
Chairperson

10/19/23
Date:

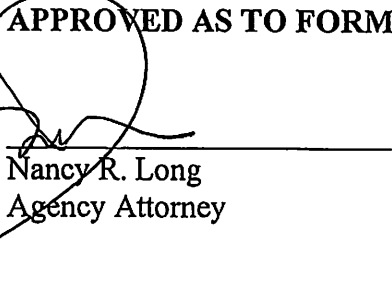


11/6/23
Date:


Patty Steinhouse
HR-DOT-Safety Director
Rusty's Weigh Scales & Service, Inc.

11-2-2023
Date:

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

10.19.2023
Date:

EXHIBIT A

**Scope of Services
for
Rusty's Weigh Scales & Service, Inc.**

FEE SCHEDULE

BID FORM ITB No. 24/32/B

All Bidders MUST use the format provided. Costs included with this bid will be held for four (4) years. Fuel Surcharges are to be excluded from the bid price.

The attached bid shall include all activities described in the Scope of Services of this ITB.

Item	Description	Unit	Cost (\$)
1	Inspection, calibration, and certification at Landfill – 2 scales	per quarter	\$1,050
2	Inspection, calibration, and certification at BuRRT – 2 scales	per quarter	\$1,050
3	Labor for non-emergency/routine work/repair - at location	per hour	1-man \$133.50 2-man \$233.50
4	Travel time for non-emergency/routine work/repair	per hour	1-man \$133.50 2-man \$233.50
5	Mobilization/Travel Mileage - service/calibration truck for non-emergency/routine work/repair	per mile	Pickup \$1.85 HDTT \$5.50
6	Discount from manufacturer's list price on parts	percent	5%
7	Labor for emergency work/repair – at location	per hour	1-man \$133.50 2-man \$233.50
8	Travel time for emergency work/repair	per hour	1-man \$133.50 2-man \$233.50
9	Mobilization/Travel Mileage - service/calibration truck for emergency work/repair	per mile	Pickup \$1.85 HDTT \$5.50

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of Amendment No. 5 to the Professional Services Agreement with CDM Smith Inc. of Albuquerque, NM (RFP No. 21/11/P)

SUMMARY

The Agency is requesting the Board approve Amendment No. 5 (Amendment) to the Professional Services Agreement (Agreement) with CDM Smith Inc. of Albuquerque, NM, for on-call engineering services (RFP No. 21/11/P).

The Amendment adds Task 11 – Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area at the Caja del Rio Landfill (Landfill). This task aims to develop conceptual plans (10% level of design) for future disposal areas located east and west of Cells 1 through 6B of the Landfill. A grading plan for the Del Hur basalt area will be developed once conceptual grading plans for the future disposal areas have been finalized. The Del Hur area grading plan will provide guidance for Del Hur to blast and excavate basalt while minimizing impacts on existing landfill operations. The task includes one virtual meeting with NMED SWB to discuss whether a permit modification is required for the revised waste boundary of the East Phase of the Landfill. The task also includes one virtual meeting with Del Hur to discuss areas where pre-excavation of basalt can occur. The estimated cost for Task 11 is \$99,258.

The Amendment increases the compensation by \$99,258 for a total amount not to exceed \$261,130.

Funding is available in 8100851.510320 (Engineering Services).

The Amendment provides CDM Smith's scheduled hourly billing rates for 2024-2025.

The Amendment also changes CDM Smith's signatory authority and notice.

BACKGROUND

On May 20, 2021, the Board approved an Agreement with CDM Smith for on-call engineering services for the Agency for \$161,872 (RFP No. 21/11/P).

Amendment No. 1 extended the term of the Agreement through May 20, 2023, with no increase in compensation.

Similarly, Amendment No. 2 extended the Agreement term through May 20, 2024, with no increase in compensation.

Amendment No. 3 re-allocated the remaining funds from Tasks 1-7 listed below to Task 9 – Landfill Survey #3 and Task 10 – Miscellaneous Engineering Support:

- Task 1 – BuRRT Glass Crushing Area Improvements
- Task 2 – Landfill Management Plan Closeout
- Task 3 – Landfill Section 404 Evaluation
- Task 4 – Landfill Survey #1
- Task 5 – Landfill Survey #2
- Task 6 – Landfill Inbound Scale Replacement
- Task 7 – Landfill Operational Support
- Task 8 – Miscellaneous Engineering Services

Amendment No. 3 also provided CDM Smith's scheduled hourly billing rates for 2023-2024; however, there was no increase in compensation. In addition, Amendment No. 3 changed CDM Smith's signatory authority and notice.

Amendment No. 4 extended the term of the Agreement through May 20, 2025.

ACTION REQUESTED

The Agency requests Board approval of Amendment No. 5 to the Agreement with CDM Smith for on-call engineering services associated with Task 11 – Conceptual Design of Future Disposal Area and Grading Pan for the Del Hur Area at the Landfill.

The Agency requests Board approval to increase the compensation by \$99,258 for a total amount not to exceed \$261,130.

The Agency also requests Board approval to amend the signatory authority and notice of the Agreement.

Attachments:

- 1) Amendment No. 5 to the Agreement with CDM Smith
- 2) Amendment No. 4 to the Agreement with CDM Smith
- 3) Amendment No. 3 to the Agreement with CDM Smith
- 4) Amendment No. 2 to the Agreement with CDM Smith
- 5) Amendment No. 1 to the Agreement with CDM Smith
- 6) Professional Services Agreement with CDM Smith

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**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 5
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 5 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“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 on-call engineering services (RFP No. 21/11/P).

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 Task 11 - Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area as described in Exhibit A attached hereto.

2. COMPENSATION

Article 3, Compensation of the Agreement is hereby amended to increase the amount of compensation by a total of Ninety-Nine Thousand Two Hundred Fifty-Eight Dollars and No Cents (\$99,258.00) 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 Sixty-One Thousand One Hundred Thirty Dollars and No

Cents (\$261,130.00), including applicable gross receipts taxes pursuant to the cost estimate as contained in Exhibit A.

DESCRIPTION	AMOUNT
ORIGINAL CONTRACT	\$161,872.00
AMENDMENT NO. 1	\$0.00
AMENDMENT NO. 2	\$0.00
AMENDMENT NO. 3	\$0.00
AMENDMENT NO. 4	\$0.00
AMENDMENT NO. 5	\$99,258.00
CONTRACT TO DATE	\$261,130.00

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

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

D. Detailed invoices containing reimbursement expenses shall be itemized.

E. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable
149 Wildlife Way
Santa Fe, NM 87506
Email: AccountsPayable@sfswwma.org

3. NOTICES

Article 23, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served by personal delivery or by mail, 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
rkippenbrock@sfswma.org

CONTRACTOR: Mr. Jon Chill, P.E.
Principal, Client Service Leader
CDM Smith Inc.
6001 Indian School Rd NE, Suite 310
Albuquerque, NM 87110
chilljm@cdmsmith.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. Notices sent by email shall be effective only if 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.

4. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 5 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chair, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

Jon Chill, P.E.
Principal, Client Services Leader
CDM Smith Inc.

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

Scope of Services for CDM Smith



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

November 7, 2024

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal (Rev1) for Task 11.0 – Conceptual Design of Future Disposal Area and
Grading Plan for Del Hur Area

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this revised Task Order Proposal for Task 11.0 – Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area under our On-Call Engineering Services Contract. The following sections detail the scope for Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.

Task 11.0 Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area

The purpose of this task is to develop conceptual plans (10% level of design) for a future disposal area located west of Cells 1 through 6B of the SFSWMA. A grading plan for the Del Hur area will be developed once conceptual grading plans for the future disposal area have been finalized. The Del Hur area grading plan will provide guidance for the Contractor to blast and excavate basalt while minimizing impacts to existing operations.

11.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

11.2 Review of Existing Information

CDM Smith will review existing data, plans, and reports prepared during the design and permitting of previous cells at the SFSWMA and any additional information from SFSWMA deemed necessary for the project. CDM Smith will prepare a preliminary layout of the footprint for the future disposal area prior to the design parameter meeting in Task 11.3.

WATER + ENVIRONMENT + TRANSPORTATION + ENERGY + FACILITIES





Mr. Randall Kippenbrock, P.E.
November 7, 2024
Page 2

11.3 Conceptual Design of Future Disposal Area

Upon completion of Task 11.2, CDM Smith will meet virtually with SFSWMA to discuss the key parameters for the conceptual design of the future disposal area. Design parameters include footprint location and dimensions, depth of base grades, steepness of side slopes, final waste elevations, leachate, gas and stormwater management.

CDM Smith will prepare the following draft plans (10% level of design) for review by SFSWMA:

- Sheet 1 - Existing conditions: site topography, existing disposal areas, roads, and buildings.
- Sheet 2 - Site development: modified permit boundary, proposed limits of disposal area, and future site infrastructure (i.e., stockpile areas, compost area, etc.).
- Sheet 3 - Base liner system: subgrade elevations, slopes, and anchor berm configuration.
- Sheet 4 - Leachate collection system: piping system, cleanouts, and sumps.
- Sheet 5 - Closure plan: stormwater berms and channels.
- Sheet 6 - Cross sections.
- Sheets 7-8 - Details: applicable details from the previous permit modification will be used where applicable.

CDM Smith will prepare a technical memorandum detailing the conceptual design which will be submitted to SFSWMA with the draft drawings for review. The technical memorandum will include a volume analysis for the future disposal area in addition to volume gained by shifting the western waste boundary of the East Phase westward to the haul road running between the East and West Phases. CDM Smith will conduct a virtual meeting with SFSWMA to discuss review comments.

CDM Smith will incorporate SFSWMA review comments and items discussed during the virtual meeting into the final technical memorandum and drawings. CDM Smith will hold one virtual meeting with NMED SWB and SFSWMA to discuss whether a permit modification is required for the revised waste boundary of the East Phase.

11.4 Del Hur Area Grading Plan

CDM Smith will meet virtually with SFSWMA and the Del Hur Contractor to discuss areas where pre-excavation of basalt can occur. CDM Smith will prepare draft plans for review by SFSWMA. The following drawings will be prepared:

- Sheet 1 - Existing conditions: site topography, existing disposal areas, roads, and buildings.
- Sheet 2 - Excavation plan.



Mr. Randall Kippenbrock, P.E.
November 7, 2024
Page 3

- Sheet 3 - Cross sections.

CDM Smith will submit the draft drawings to SFSWMA for review and conduct a virtual meeting with SFSWMA and Del Hur to discuss review comments. CDM Smith will incorporate SFSWMA and Del Hur review comments and items discussed during the virtual meeting into the final drawings.

Assumptions:

- Survey of future disposal area is not included. Existing topography from the most recent airspace analysis will be used.
- Geotechnical analyses are not included. Geotechnical review will be limited to existing boring information.
- Design of landfill gas collection and control system for the future disposal area is not included.
- Preparation of permit level drawings, text, or calculations is not included.

Deliverables:

- Monthly progress reports and invoices (via email)
- Technical memorandum and drawings for the Conceptual Design of Future Disposal Area
- Del Hur Area Grading Plan

Schedule

Task 11.0 project work is estimated to be completed within five months of Notice to Proceed (NTP). An estimated schedule is provided below. Schedule extensions may result in additional costs.

Task	Name	Estimated Schedule
11.2	Review of Existing Information	Within 2 weeks of NTP
11.3	Conceptual Design of Future Disposal Area	Within 3 months of completion of Task 11.2
11.4	Del Hur Area Grading Plan	Within one month of completion of Task 11.3

Cost Estimate

Task 11.0 Master Planning and Del Hur Area Grading will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$92,873 excluding NMGR. The Cost Estimate for Task 11.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2024-2025) is provided as Attachment B.

ATTACHMENT A
Cost Estimate

Cost Estimate
Task 11.0: Conceptual Design of Future Disposal Area and Grading Plan for Del Hur Area
SFSWMA On-Call Engineering Services Contract

Tasks	Hours															Other		Subconsultant		Markup	Subtotal	NMGR*	TOTAL
	Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof V	Prof III	Prof I	Designer/Drafter	Prof V	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)	Labor Totals		Direct	Name	Total	Total		
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	\$	\$	\$	(6.875%)	\$
Task 11.0																622	\$92,873	\$0	\$0	\$0	\$92,873	\$6,385	\$99,258
11.1 Project Management	1	52									4	10	4	26	1	98	\$16,605	\$0	\$0	\$0	\$16,605	\$1,142	\$17,747
11.2 Review of Existing Information			8		8	8	8	8	12							52	\$8,136	\$0	\$0	\$0	\$8,136	\$559	\$8,695
11.3 Conceptual Design of Future Disposal Area			24	12	50	8	40	40	160	40						374	\$53,996	\$0	\$0	\$0	\$53,996	\$3,712	\$57,708
11.4 Del Hur Area Grading Plan			8		16		24		50							98	\$14,136	\$0	\$0	\$0	\$14,136	\$972	\$15,108
TOTAL	1	52	40	12	74	16	72	48	222	40	4	10	4	26	1	622	\$92,873	\$0	\$0	\$0	\$92,873	\$6,385	\$99,258

*For Construction Services related projects - NMGR is based on site location at 6.875% (Tax Location Code 01-001, Remainder of County-Santa Fe), July-December 2024.

Labor Rates

Contract Officer	Prof VII (PM)	Prof VIII	Prof VII	Prof VI (PTL)	Prof V	Prof III	Prof I	Designer/Drafter	Prof V	Admin	Contr. Admin	Sr. Contr. Admin	Project Controls	Prof V (ProjectWise)
Chil	Tucholke	Gabel	Velardocis	Weisfenning	Applegate	Hool	York	Cese	Ashwin	O'Ger	Shruthi	Scott	Bokade	Hammarberg
\$245.00	\$322.00	\$372.00	\$322.00	\$517.00	\$510.00	\$317.00	\$100.00	\$220.00	\$160.00	\$98.00	\$100.00	\$140.00	\$100.00	\$160.00

ODC Multiplier
1.0

Sub Multiplier
1.0

ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2024-2025



ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2024-2025
On-Call Engineering Contract
Santa Fe Solid Waste Management Agency

<u>CATEGORIES</u>	<u>HOURLY RATES</u>
<u>TECHNICAL/PROFESSIONAL SERVICES</u>	
PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$135
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$160
PROFESSIONAL VI	\$170
PROFESSIONAL VII	\$224
PROFESSIONAL VIII	\$272
PROFESSIONAL IX	\$307
SR TECHNICAL SPECIALIST	\$250
SENIOR TECHNICAL CONSULTANT	\$280
CONTRACT OFFICER	\$245
DESIGNER/DRAFTER	\$120
INTERMEDIATE DESIGNER/DRAFTER	\$150
SENIOR DESIGNER/DRAFTER	\$170
<u>PROFESSIONAL SUPPORT SERVICES</u>	
PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$98
SENIOR PROCUREMENT SPECIALIST	\$122
CONTRACT ADMINISTRATOR	\$100
SENIOR CONTRACT ADMINISTRATOR	\$140

*Notes: 1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.*

ATTACHMENT 1

Amendment No. 5 to the Agreement with CDM Smith

ATTACHMENT 2

Amendment No. 4 to the Agreement with CDM Smith

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 4
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 4 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“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 on-call engineering services (RFP No. 21/11/P).

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

1. 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 May 20, 2025, unless it is terminated sooner pursuant to Article 6 of this Agreement.
- 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.

2. AGREEMENT IN FULL FORCE

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 4 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

<u><i>Randall Kippenbrock</i></u>	<u>05/15/24</u>
Randall Kippenbrock, P.E. Executive Director	Date:

CONTRACTOR:

<u><i>Solomon Abel</i></u>	<u>05/15/24</u>
Solomon Abel (May 15, 2024 17:12 MDT)	
Solomon Abel, P.E. Vice President CDM Smith Inc.	Date

APPROVED AS TO FORM:

<u><i>Nancy R. Long</i></u>	<u>05/15/24</u>
Nancy Long (May 15, 2024 14:53 MDT)	
Nancy R. Long Agency Attorney	Date:

ATTACHMENT 3

Amendment No. 3 to the Agreement with CDM Smith

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 3
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 3 (the "Amendment") to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the "Agreement"), is made and entered between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("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 on-call engineering services (RFP No. 21/11/P).

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 Task 9 – Landfill Survey #3 and Task 10 – Miscellaneous Engineering Support within the Scope of Services as described in Exhibit A and Exhibit B hereto and to reallocate remaining funds from Task 1 – BuRRT Glass Crushing Area Improvements, Task 2 – Landfill Management Plan Closeout, Task 3 – Landfill Section 404 Evaluation, Task 4 – Landfill Survey #1, Task 5 – Landfill Survey #2, Task 6 – Landfill Inbound Scale Replacement, and Task 7 – Landfill Operational Support to the aforementioned Tasks 9 and 10.

2. **NOTICES**

Article 23, Notices of the Agreement is amended to change the notice information for the Contractor, so that Article 23 reads in its entirety as follows:

A. Any notices required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR: Mr. Solomon Abel, P.E.
Vice President
CDM Smith Inc.
555 17th Street, Suite 500
Denver, CO 80202

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

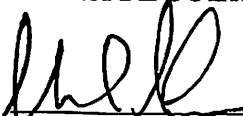
D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

3. **AGREEMENT IN FULL FORCE**

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

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 3 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

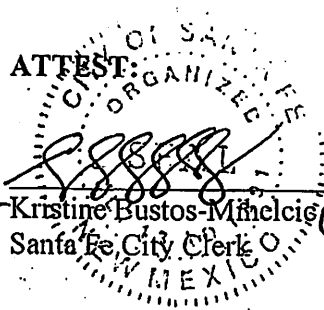
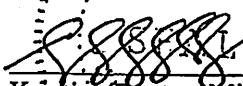
SANTA FE SOLID WASTE MANAGEMENT AGENCY:



Michael Garcia
Chair, Joint Powers Board

9/21/23
Date:

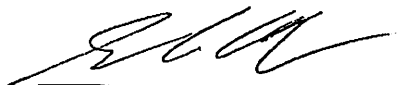
ATTEST:


for 

Kristine Bustos-Michelcis
Santa Fe, City Clerk

9/27/23
Date

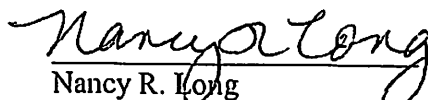
CONTRACTOR:



Solomon Abel, P.E.
Vice President
CDM Smith Inc.

9/25/2023
Date

APPROVED AS TO FORM:



Nancy R. Long
Agency Attorney

9-21-2023
Date:

EXHIBIT A
Scope of Services
for
Task 9 – Landfill Survey #3



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

September 13, 2023

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal for Task 9.0 – Landfill Survey #3

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Task 9.0 – Landfill Survey #3 under our On-Call Engineering Services Contract. The following sections detail the scope for Landfill Survey #3. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.

Task 9.0 Landfill Survey #3-Topography & Volumetrics

The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith's specialty subconsultant, Bohannon Huston Inc. (BHI) will complete an aerial topographic survey (Survey #3) for select portions of the Caja del Rio Landfill during the fourth calendar quarter of 2023. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

9.1 Project Management

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

9.2 Topographic Survey

BHI will utilize previous control already established will be used which is located within and adjacent to the project area. A topographic survey using drone technology will then be conducted for the area as to support a one-foot contour interval (CI). Aerial acquisition will be performed using the drone platform with an associated camera system. Appropriate photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation, and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours (one-foot CI). BHI will control with sufficient check shots throughout the project to test the vertical accuracy. This is within Santa Fe Municipal Airport Class D





Mr. Randall Kippenbrock, P.E.
September 13, 2023
Page 2

airspace and will require authorizations for drone use. The area for Landfill Survey #3 constitutes approximately 345 acres. The survey area is depicted on Figure 1.

9.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #3 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill volumetric calculations reports (e.g., 2021, 2022). A Draft Report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

Assumptions:

- Survey limits will remain consistent with those depicted in Figure 1. Changes to survey limits may increase the cost of the survey.



Mr. Randall Kippenbrock, P.E.
September 13, 2023
Page 3

- The Survey will take place during the fourth quarter of 2023 with enough lead time to allow for processing survey data and completing volumetrics prior to the NMED Annual Report deadline of February 14, 2024.
- Schedule extensions may result in additional costs.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule

The survey schedule will be based on coordination with SFSWMA and weather conditions. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 3 weeks of receipt of the final topographic data files from BHI. Task 9.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate

Task 9.0 Landfill Survey #3 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$42,590 excluding NMGR. The Cost Estimate for Task 9.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2023-2024) is provided as Attachment B.

Proposal Approval

We appreciate your review of our Task Order Proposal for Task 9.0 – Landfill Survey #3, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

Dacia Tucholke, PMP
Project Manager
CDM Smith Inc.

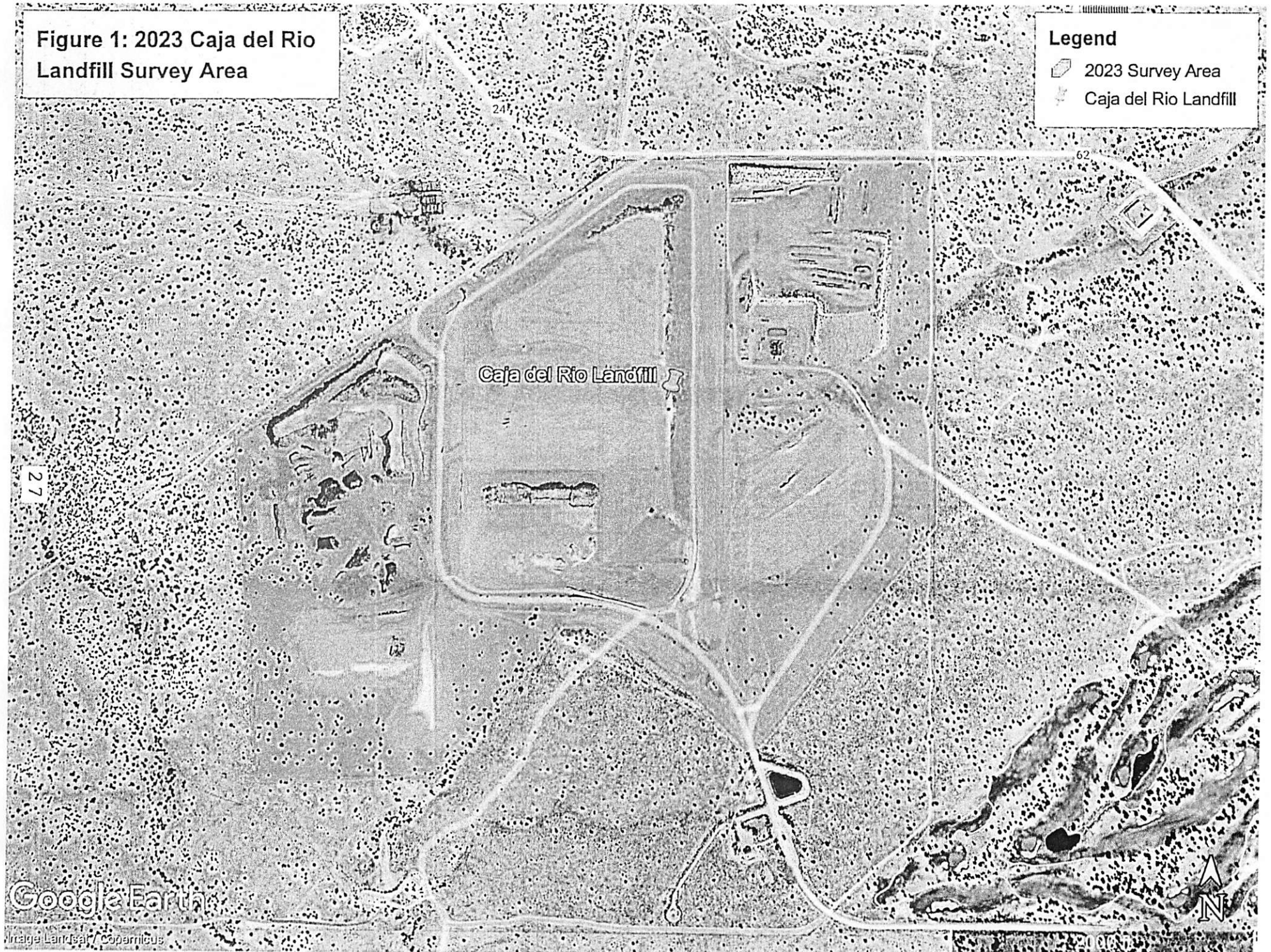
Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2023-2024

Figure 1: 2023 Caja del Rio
Landfill Survey Area

Legend

- 2023 Survey Area
- Caja del Rio Landfill



ATTACHMENT A

Cost Estimate

Cost Estimate
Task 9.0: Landfill Survey #3 Topography and Volumetrics
SFSWMA On-Call Engineering Services Contract

Tasks	Hours											Other Direct Costs	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
	Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Name	Total				
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$		BHI	\$		\$	\$	\$
Task 9.0	1	24	2	12	4	14	6	4	2	6	75	\$12,340	\$0	\$27,500	\$2,750	\$42,590	\$3,247	\$45,837
9.1 PM	1	12					6	4	2	6	31	\$4,640	\$0	\$0	\$0	\$4,640	\$354	\$4,994
9.2 Volumetrics		12	2	12	4	14					44	\$7,700	\$0	\$0	\$0	\$7,700	\$587	\$8,287
9.3 BHI											0	\$0	\$0	\$27,500	\$2,750	\$30,250	\$2,307	\$32,557
TOTAL	1	24	2	12	4	14	6	4	2	6	75	\$12,340	\$0	\$27,500	\$2,750	\$42,590	\$3,247	\$45,837

Labor Rates

Contract Officer	Prof VII	Sr Tech Consultant	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Chill	Tucholke	Gabel	Welspenning	Hool	Anderson	Scott	Contakos	Dilger	Paturkar
\$125.00/hr	\$195.00/hr	\$277.00/hr	\$257.00/hr	\$210.00/hr	\$277.00/hr	\$210.00/hr	\$277.00/hr	\$135.00/hr	\$100.00/hr

ODC Multiplier
1.00

Sub Multiplier
1.00

ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2023-2024



ATTACHMENT A
CDM Smith Schedule of Hourly Billing Rates 2023-2024
On-Call Engineering Contract
Santa Fe Solid Waste Management Agency

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$135
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$160
PROFESSIONAL VI	\$170
PROFESSIONAL VII	\$195
PROFESSIONAL VIII	\$200
PROFESSIONAL IX	\$220
SR TECHNICAL SPECIALIST	\$250
SENIOR TECHNICAL CONSULTANT	\$270
CONTRACT OFFICER	\$250
DESIGNER/DRAFTER	\$150
SENIOR DESIGNER/DRAFTER	\$170

PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$95
SENIOR PROCUREMENT SPECIALIST	\$120
SENIOR CONTRACT ADMINISTRATOR	\$130

*Notes: 1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.*

EXHIBIT B

Scope of Services for Task 10 – Miscellaneous Engineering Support



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

September 13, 2023

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal for Task 10.0 – Miscellaneous Engineering Support

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Task 10 – Miscellaneous Engineering Support under our On-Call Engineering Services Contract. The following sections detail the scope for Miscellaneous Engineering Support. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.

Task 10.0 Miscellaneous Engineering Support

10.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

10.2 Engineering Support

SFSWMA may request meetings or consultation with CDM Smith, as well engineering services or operational support services not previously identified for the Caja del Rio Landfill or for the BuRRRT Facility. This may include support such as permitting assistance, management plan updates, grading plans and GPS data for heavy equipment, and engineering consultation. Miscellaneous assignments under this Task are intended to be of a limited scope, budget, and duration and can be initiated and completed more expeditiously under this authorization.

Assumptions:

- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.
- The scope of services will not exceed the budget for this task; if the scope requires a budget greater than what is available in this task, a separate task order will be prepared and submitted for SFSWMA approval.





Mr. Randall Kippenbrock, P.E.
September 13, 2023
Page 2

Deliverables:

- Monthly progress reports and invoices (via email)

Schedule

The schedule for assignments under Task 10.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

Cost Estimate

Task 10.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$9,725 excluding NMGR. The Cost Estimate for Task 10.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2023-2024) is provided as **Attachment B**.

Proposal Approval

We appreciate your review of our Task Order Proposal for Task 10.0 – Miscellaneous Engineering Support, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

A handwritten signature in black ink, appearing to read 'Dacia Tucholke', written over a horizontal line.

Dacia Tucholke, PMP
Project Manager
CDM Smith Inc.

Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2023-2024

ATTACHMENT A
Cost Estimate

Cost Estimate
Task 10.0: Miscellaneous Engineering Support
SFSWMA On-Call Engineering Services Contract

Tasks	Hours								Other	Subconsultant		Markup	Subtotal	NMGRT	TOTAL
	Prof VII	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct	Name	Total	Total	\$	\$	\$
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	Costs						
Task 10.0	14	15	14	10	6	5	64	\$9,660	\$65		\$0	\$0	\$9,725	\$742	\$10,467
10.1 Support Services	14	15	14	10	6	5	64	\$9,660	\$65		\$0	\$0	\$9,725	\$742	\$10,467
TOTAL	14	15	14	10	6	5	64	\$9,660	\$65		\$0	\$0	\$9,725	\$742	\$10,467

Labor Rates

Prof VII	Prof VI	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls
Tucholke	Weispfenning	Hool	Anderson	Scott	Binayak
\$195.00	\$170.00	\$100.00	\$67.00	\$130.00	\$100.00

ODC Multiplier
0%

Sub Multiplier
20%

ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2023-2024



ATTACHMENT A

CDM Smith Schedule of Hourly Billing Rates 2023-2024

On-Call Engineering Contract

Santa Fe Solid Waste Management Agency

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$135
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$160
PROFESSIONAL VI	\$170
PROFESSIONAL VII	\$195
PROFESSIONAL VIII	\$200
PROFESSIONAL IX	\$220
SR TECHNICAL SPECIALIST	\$250
SENIOR TECHNICAL CONSULTANT	\$270
CONTRACT OFFICER	\$250
DESIGNER/DRAFTER	\$150
SENIOR DESIGNER/DRAFTER	\$170

PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$100
SENIOR PROJECT CONTROLS SPECIALIST	\$150
CLERICAL	\$95
SENIOR PROCUREMENT SPECIALIST	\$120
SENIOR CONTRACT ADMINISTRATOR	\$130

*Notes: 1. Other Direct Costs (Travel, Equipment, Materials, etc.) will be invoiced at cost.
2. Subconsultant Costs will be multiplied by a factor of 1.1.*

ATTACHMENT 4

Amendment No. 2 to the Agreement with CDM Smith

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 2
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 2 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“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 on-call engineering services (RFP No. 21/11/P).

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

1. 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 May 20, 2024, unless it is terminated sooner pursuant to Article 6 of this Agreement.
- 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.

2. **AGREEMENT IN FULL FORCE**

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

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Randall Kippenbrock
Randall Kippenbrock, P.E.
Executive Director

May 31, 2023
Date:

CONTRACTOR:

Robert A. Fowlie
Robert A. Fowlie, P.E.
Client Services Leader
CDM Smith Inc.

5/31/2023
Date

APPROVED AS TO FORM:

Nancy R. Long
Nancy R. Long
Agency Attorney

05/31/2023
Date:

ATTACHMENT 5

Amendment No. 1 to the Agreement with CDM Smith

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
AMENDMENT No. 1
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(On-Call Engineering Services - 2021)**

This AMENDMENT No. 1 (the “Amendment”) to the PROFESSIONAL SERVICES AGREEMENT, dated May 20, 2021 (the “Agreement”), is made and entered between the Santa Fe Solid Waste Management Agency (“Agency”) and CDM Smith Inc. (“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 on-call engineering services (RFP No. '21/11/P).

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

1. 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:

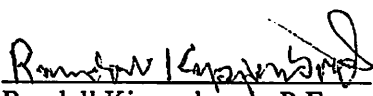
- A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2023, unless it is terminated sooner pursuant to Article 6 of this Agreement.
- B. Pursuant to the limitations on multi-term contracts for professional services codified in NMSA 1978 § 13-1-150, this Agreement may 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.

2. **AGREEMENT IN FULL FORCE**

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

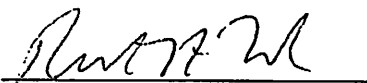
IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 to the Santa Fe Solid Waste Management Agency Professional Services Agreement as of the dates set forth below.

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


Randall Kippenbrock, P.E.
Executive Director

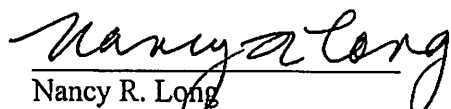
6-1-22
Date:

CONTRACTOR:


Robert A. Fowlie, P.E.
Client Services Leader
CDM Smith Inc.

6-3-22
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

6-1-2022
Date:

ATTACHMENT 6

Professional Services Agreement with CDM Smith

ITEM # 21-0236

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
CDM SMITH INC.
(Engineering Services – 2021)**

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into by and between the Santa Fe Solid Waste Management Agency ("Agency") and CDM Smith Inc. ("Contractor") for engineering services 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 Sixty-One Thousand Eight Hundred Seventy-Two Dollars and No Cents (\$161,872.00).
- 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 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 Section per Section 6 of this Agreement. The Agency's decision as to whether sufficient appropriations are available shall be accepted by Contractor and shall be final.

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on May 20, 2022, 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 Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. **CONFIDENTIALITY**

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or

organization by Contractor without the Agency's prior written approval.

9. 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 \$2,000,000 for each occurrence and \$4,000,000 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 Section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain sufficient automobile liability insurance throughout the term of this Agreement to cover no less than \$2,000,000 combined single limit for each accident. The required limits may be provided by a combination of automotive liability insurance and commercial umbrella liability insurance.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$2,000,000 for each claim.

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, 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 notice required to be given under this Agreement shall be in writing and served to the parties at the following addresses:

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

CONTRACTOR: Mr. Robert A. Fowlie, P.E., BCEE
Client Services Leader
CDM Smith Inc.
6001 Indian School Road NE, Suite 310
Albuquerque, NM 87110

B. Such notices may be delivered by:

- 1) personal delivery;
- 2) certified U.S. mail, returned receipt requested; or
- 3) recognized overnight delivery service.

C. Any such notice shall be effective upon actual receipt by the party entitled thereto.

D. Any party may change its address for purposes of this Article by giving notice to the other party as herein provided.

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.

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:


JoAnne Vigil Coppler
Chairperson

5/20/21
Date:

ATTEST:


Kristine Bustos-Mihelcic
Santa Fe City Clerk

CONTRACTOR:


Robert A. Fowlie, P.E.
Client Services Leaser
CDM Smith Inc.

5-24-21
Date

APPROVED AS TO FORM:


Nancy R. Long
Agency Attorney

5-21-2021
Date:

EXHIBIT A
Scope of Services



6001 Indian School Road NE, Suite 310
Albuquerque, New Mexico 87110
tel: 505-243-3200
fax: 505-243-2700

May 5, 2021

Mr. Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, New Mexico 87506-8342

Subject: Santa Fe Solid Waste Management Agency
Task Order Proposal for Year 1 On-Call Engineering Services

Dear Mr. Kippenbrock:

CDM Smith Inc. (CDM Smith) is pleased to provide the Santa Fe Solid Waste Management Agency (SFSWMA) with this Task Order Proposal for Year 1 of our On-Call Engineering Services Contract. This Task Order Proposal includes the scope of work and budgets for Year 1 Tasks discussed with SFSWMA during our conference call on 3/1/2021; and updated based on our call on 4/29/2021 and your email dated 5/4/2021. A general summary of anticipated tasks for Years 2, 3, 4, and Future Tasks are also included herein.

The following tasks are anticipated to be completed during Year 1 of the Contract:

- Task 1.0 BuRRT Glass Crushing Area Improvements
- Task 2.0 Landfill Management Plans Closeout
- Task 3.0 Landfill Section 404 Evaluation
- Task 4.0 Landfill Survey #1-Topography & Volumetrics
- Task 5.0 Landfill Survey #2-Topography & Volumetrics
- Task 6.0 Landfill Inbound Scale Replacement
- Task 7.0 Landfill Operational Support
- Task 8.0 Miscellaneous Engineering Services

The following sections detail the Task Orders identified above. These services will be provided per the terms of our 2021 On-Call Engineering Services Contract with SFSWMA.





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May 5, 2021

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Year 1 Tasks

Task 1.0 BuRRT Glass Crushing Area Improvements

The glass crushing operation is located on the southwest side of the BuRRT facility and includes glass crushing equipment, as well as concrete bunkers and an asphalt apron. CDM Smith recently completed construction plans and specifications for the BuRRT glass crushing area improvements project (ITB 21/13/B). The improvements consisted of constructing a reinforced concrete bunker to store glass bottles for crushing; repairs to the existing concrete bunkers; new asphalt pavement; and general cleanup of the area. The new concrete bunker will have steel plates on the inside, similar to the push walls in the transfer station. The purpose of this task is to complete the next project phase including bid and construction phase services, which are detailed below.

1.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

1.2 Bidding Phase Services

- CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:
- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to two addenda).
- Evaluate the bids and recommend award

1.3 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting
- Review contractor's submittals
- Respond to contractor's requests for information (RFIs)
- Prepare and review change orders



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- Review and approval of contractor's applications for payment
- Answer contractor's questions during construction
- Perform two onsite inspections during construction
- Perform one onsite walkthrough at substantial and final completion
- Prepare record drawings

Assumptions:

- No further design work is required
- Construction Plans & Specifications are ready for Bidding Phase
- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Plans & Specifications to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- Meetings (pre-bid and pre-construction) will be virtual
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor
- CDM Smith will make three site inspection visits, two during construction, and one for substantial completion
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- Project timeline will not exceed 4 months. Schedule extensions may result in additional costs.
- Full-size hard copies of construction plans will not be provided
- Record drawings be provided in a reduced hard copy format (11 x 17-inches) along with an electronic copy.



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Deliverables:

- Monthly progress reports and invoices (via email)
- Up to two addenda
- Recommendation of Award and Bid Tabulation
- One hard copy and one electronic copy (CD) of the Project Files Binder will be provided to SFSWMA for recordkeeping, and will include copies of: submittals, RFIs, change orders, pre-construction meeting agenda/notes, pay applications, daily construction progress reports by Owner, site visits by Engineer, certificate of substantial completion, and record drawings (11 x 17 inches).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual kickoff meeting with SFSWMA to plan the schedule for bidding and construction. Task 1.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate

Task 1, BuRRT Glass Crushing Area Improvements project work be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$33,210 excluding NMGR. The Cost Estimate for Task 1 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 2.0 Landfill Management Plans - Closeout

SFSWMA's Solid Waste Facility Permit for the Caja del Rio Landfill was approved by NMED SWB in 2015 and includes several landfill management plans for the facility. These plans were prepared by CDM Smith and Bluewater Environmental Consulting LLC (Bluewater) as part of the permitting effort. SFSWMA is updating select portions of these plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

The Draft Landfill Management Plans were prepared and submitted to SFSWMA on 10/19/2020, and Fill Progression Figures (additional requested scope item) were provided on 2/12/2021. Our work on this project under the Engineering Services 2020 Contract exceeded the upper limit due to additional scope and extended timelines. The purpose of this task is to close out the Landfill Management Plan updates project as described below.



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2.1 Management Plan Closeout

This task includes project management (project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing), and finalization of the Landfill Management Plans. SFSWMA will provide final edits/comments to CDM Smith for the Landfill Management Plans. CDM Smith will prepare a submittal (hard copy and PDF) for the New Mexico Environment Department (NMED) Solid Waste Bureau (SWB) review. We anticipate one request for additional information from NMED SWB prior to finalizing the documents.

Assumptions:

- Project timeline will not exceed three months. Schedule extensions may result in additional costs.
- One virtual meeting to review SFSWMA comments on Draft plans
- CDM Smith will respond to one request for additional information from NMED SWB
- A meeting with NMED SWB is not required
- CDM Smith will not be responsible for updating, reviewing, or submitting documents prepared by Bluewater
- A meeting with Bluewater is not required
- No travel is required by CDM Smith staff

Deliverables:

- Monthly progress reports and invoices (via email)
- NMED SWB review – one hard copy will be provided in track changes format for regulatory review and approval, incorporating comments from SFSWMA.
- Final landfill management plan updates (with NMED SWB approval) – 2 hard copies and PDF (CD) to SFSWMA and 2 hard copies to NMED SWB.
- If required, portions of the Final (NMED SWB-approved) plan updates will be provided as PDFs to Bluewater Environmental, LLC in track changes format (via email).

Schedule

Once SFSWMA issues Notice to Proceed, CDM Smith will set up a virtual meeting to review SFSWMA's comments on the Draft Plans. CDM Smith will incorporate SFSWMA's edits and comments and prepare electronic and hard copy submittals for NMED SWB. Once SWB issues comments, CDM Smith



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will update the Plans and re-submit final copies for NMED SWB approval. Task 2.0, Landfill Management Plan project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate

Task 2.0, Landfill Management Plan Closeout will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$5,130 excluding NMGR. The Cost Estimate for Task 2.0 is included in **Attachment A**. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as **Attachment B**.

Task 3.0 Section 404 Evaluation

An arroyo intersects a portion of the undeveloped East Phase of the Caja del Rio Landfill. The United States Army Corps of Engineers (USACE) administers permit applications for sediment discharges associated with projects under Section 404 of the Clean Water Act. The purpose of this task is to determine if a Section 404 Permit will be required for development of the East Phase. CDM Smith will work with our specialty subconsultant, Rocky Mountain Ecology (RME) on the Section 404 Evaluation.

3.1 Project Management

Project management includes project setup, project kickoff, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

3.2 Section 404 Evaluation

RME will conduct a field inspection to delineate the ordinary high-water mark for the arroyo and prepare a Preliminary Request for Jurisdictional Determination (PJD) for submittal to the USACE to initiate the consultation process.

Assumptions:

- A virtual kickoff meeting will be held with SFSWMA, CDM Smith, and RME
- Once USACE provides a determination, a conference call will be held with SFSWMA, CDM Smith, and RME to discuss the next phase of the project, as needed
- This phase of work does not include 404 permitting, notifications, cultural surveys, or biological surveys; if USACE determines that the referenced arroyo is under their jurisdiction, a second phase of work will be proposed to SFSWMA to address USACE requirements.
- Project timeline will not exceed three months. Schedule extensions may result in additional costs.



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Deliverables:

- Monthly progress reports and invoices (via email)
- PJD documentation and submittal to USACE

Schedule

RME can mobilize to complete the site inspection within one week of Notice to Proceed. USACE does not have a regulatory timeline for response to the PJD, though they average 30-45 days. The Task 7.0, Section 404 Evaluation project work is estimated to be completed within 3 months of Notice to Proceed.

Cost Estimate

Task 3.0, Section 404 Evaluation will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$11,450 excluding NMGRT. The Cost Estimate for Task 3.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 4.0 Landfill Survey #1-Topography & Volumetrics

The purpose of this task is to provide an aerial topographic survey of select portions of the Landfill facility and corresponding volumetric calculations. CDM Smith's specialty subconsultant, Bohannon Huston Inc. (BHI) will complete an aerial topographic survey (Survey #1) for select portions of the Caja del Rio Landfill during the second calendar quarter of 2021. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

4.1 Project Management

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

4.2 Topographic Survey

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #1 survey areas constitute approximately 150 acres. Survey areas are listed below and depicted on **Figure 1:**

Revised Caja Survey #1

Includes Revised Area for Cells 5/6 (shown in Red)

Legend

- Caja - Survey #1 - NEW Extents for Cells 5/6 Area
- Caja - Survey #1 Extents
- Caja del Rio Landfill

64

24

Landfill Access Rd

Google Earth

© 2021 Google

2000 ft

N



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- Composting Area
- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a
- Cell 5B
- Del Hur Area

4.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #1 (as applicable):

- Unprocessed basalt pile
- Processed basalt pile
- Borrow soil area
- Compost piles
- Mulch piles
- Manure piles
- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.



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Assumptions:

- Survey limits will remain consistent with those depicted in Figure 1. Changes to survey limits may increase the cost of the survey.
- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule

The schedule for Task 4.0, Landfill Survey #1 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Del Hur is currently performing crushing operations, and once these are completed (anticipated during summer 2021), the survey can be scheduled. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 4.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate

Task 4.0, Landfill Survey #1 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$32,530 excluding NMGR. The Cost Estimate for Task 4.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 5.0 Landfill Survey #2-Topography & Volumetrics

CDM Smith's specialty subconsultant, Bohannon Huston Inc. (BHI) will complete a second aerial topographic survey (Survey #2) for select portions of the Caja del Rio Landfill during late 2021 or 2022, in consultation with SFSWMA. CDM Smith will use the topographic data from BHI to complete volumetric calculations.

5.1 Project Management

Project management includes project setup, telecommunications, subcontractor management, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.



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5.2 Topographic Survey

BHI will establish four secondary control points adjacent to the project area, then a topographic survey using drone technology will be conducted (one-foot contour interval). Aerial acquisition will be performed using the drone platform with an associated camera system. Photogrammetric processing software will be used to perform the aerial triangulation, point cloud, DSM creation and orthomosaics. If necessary, further denoise and classification of the point cloud will be performed to create a bare earth DTM and generate contours. Vertical accuracy will be controlled with sufficient check shots throughout the project. The project area is within Santa Fe Municipal Airport Class D airspace and BHI will obtain the appropriate authorizations for drone use. Landfill Survey #2 survey areas constitute approximately 80 acres. Survey areas are listed below and depicted on **Figure 2**:

- East Phase Cells 7-9
- West Phase Active Area Cells 6b/6a

5.3 Volumetrics

Once the aerial topographic survey is complete and CDM Smith receives the final survey files from BHI, volumetrics calculations will be performed. CDM Smith will complete the following volumetric calculations for Landfill Survey #2 (as applicable):

- Volume of airspace consumed in Active Area from previous survey through current survey
- Remaining airspace in West Phase (Cells 1-6) to final permitted top of waste
- Total West Phase airspace consumed through current survey (excluding final cover and drainage layer)
- Total Permitted West Phase airspace available for waste disposal (excluding final cover and drainage layer)
- Remaining airspace available in West Phase Active Area for waste disposal
- Total Future East Phase airspace available (including final cover and drainage layer)

Volumetric calculations will be completed using the methodology described in the recent Caja del Rio Landfill Volumetric Calculations reports (e.g. December 2019, June 2018). A Draft report summarizing the volumetrics will be submitted to SFSWMA for review. Comments will be incorporated into the Final report and submitted to SFSWMA.

Assumptions:

- Survey limits will remain consistent with those depicted in Figure 2. Changes to survey limits may increase the cost of the survey.

Caja del Rio Landfill

Survey #2 Extents, includes

East Phase Cells 7-9 (excavation)
Active Area Cells 6b/6a (disposal)

Legend

- 62 Caja - Survey #1 Extents
- 62 Caja del Rio Landfill

24

89

Landfill Access Rd

Caja del Rio Landfill

Google Earth

2000 ft





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- Project timeline will not exceed two months. Schedule extensions may result in additional costs.

Deliverables:

- Monthly progress reports and invoices (via email)
- Draft and Final Volumetric Calculation Reports

Schedule

The schedule for Task 5.0, Landfill Survey #2 Topography & Volumetrics will be based on coordination with SFSWMA and weather conditions. Due to the later start of Survey #1, this survey may not occur until mid-to-late 2022. BHI anticipates a one-month (20 working days) turnaround to complete the field work and data deliverables to CDM Smith. CDM Smith will complete the Draft volumetric calculations within 2 weeks of receipt of the final topographic data files from BHI. Task 5.0 project work is estimated to be completed within 2 months of Notice to Proceed.

Cost Estimate

Task 5.0, Landfill Survey #2 Topography & Volumetrics will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$21,215 excluding NMGRT. The Cost Estimate for Task 5.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 6.0 Landfill Inbound Scale Replacement

The purpose of this Task is to provide SFSWMA with bidding and construction phase services associated with removal of the existing mechanical lever system, and installation of a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells. The existing inbound scale system at the Landfill is a pit-type mechanical scale with a concrete deck. Scale systems include three components: the deck, the weighbridge, and the load cells. SFSWMA would like to replace the existing mechanical lever system and install a Mettler Toledo VKR211 Conversion Kit utilizing Powercell® PDX® load cells.

Based on information provided by SFSWMA and the company that maintains and calibrates the scales (Rusty's Weigh Scales and Service, Inc.), the deck and the weighbridge are in good condition and do not require replacement or repairs. SFSWMA has indicated that Rusty's will inspect the second headwall in the pit to determine if damages exist during their next calibration visit. If damage to the second headwall exist, repairs to the concrete would be included in the bid package for replacement of the existing scale lever system. CDM Smith's services will consists of preparing bid documents (request for proposal and specifications) for replacement of the existing mechanical lever system and repairs to the existing concrete headwall, if required.



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6.1 Project Management

Project management includes project setup, project kickoff, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

Assumption:

- Project timeline will not exceed four months. Schedule extensions may result in additional costs.

Deliverable:

- Monthly progress reports and invoices (via email)

6.2 Specifications Package

Replacement of the load cells will not require engineering design work, and a construction plan set is not required. The construction bid package will include Specifications which incorporate SFSWMA's standard front ends; as well as technical specifications provided by Mettler Toledo for the Powercell® PDX® load cells. We will also include specifications for concrete repairs if required.

CDM Smith assumes that the electrical source and capacity for the new load cells is available on-site, and that the contractor/scale vendor will provide all electrical connections. Therefore, electrical design modifications are not included in this task order. If electrical design work is required, CDM Smith will work with SFSWMA to develop an appropriate scope of work and budget. The replacement scale will be interfaced to SFSWMA's scale house computer system by the supplier of that system. System interface points will be supplied from the scale manufacturer.

CDM Smith will hold a virtual meeting with SFSWMA to review comments on the specifications package prior to finalizing the documents. CDM Smith will also provide an Engineer's Opinion of Probable Construction Cost.

Assumptions:

- One virtual project kickoff meeting with CDM Smith and SFSWMA
- The specification package for this work will not be prepared until after Rusty's Weigh Scales and Service inspect the concrete headwall during their next calibration visit.
- Engineering design work is not required, and no construction plans will be provided with the bid package
- One virtual review meeting for the Draft Specifications Package

Deliverables:

- Draft/Final Specifications Package (electronic only/PDF)



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- Engineer's Opinion of Probable Construction Cost (electronic only/PDF)

6.3 Bidding Phase Services

CDM Smith will assist SFSWMA with bidding phase services, which will consist of the following activities:

- Coordinate with Academy Reprographics to post bid documents online
- Prepare Pre-Bid Meeting Agenda
- Attend virtual pre-bid conference
- Address bidders' written questions through addenda (up to 2 addenda).
- Evaluate the bids and recommend award

Assumptions:

- SFSWMA will prepare the advertisement and advertise the Invitation to Bid
- CDM Smith will provide the Construction Bid Package (Specifications) to Academy Reprographics for posting on their website
- CDM Smith will prepare up to two addenda during advertisement
- CDM Smith will maintain a bidders list based on pre-bid meeting attendees
- SFSWMA will provide CDM Smith with PDFs of the bids for evaluation; CDM Smith will not attend the bid opening
- SFSWMA will prepare and execute contract documents for the Contractor
- SFSWMA will prepare and issue Notice to Proceed to Contractor

Deliverables:

- Up to two addenda
- Recommendation of Award and Bid Tabulation

6.4 Construction Phase Services

CDM Smith will provide SFSWMA with engineering services during construction which will consist of the following activities:

- Prepare Pre-Construction Meeting Agenda
- Attend virtual pre-construction meeting



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Assumptions:

- CDM Smith will make one site visit during construction
- SFSWMA will monitor daily construction progress and provide daily reports to CDM Smith for project documentation
- The contractor will manage any permitting coordination required

Deliverable:

- One electronic copy (PDF) of the Site Visit Report

Schedule

CDM Smith will prepare the Draft Specifications Package within six weeks of Notice to Proceed. CDM Smith will schedule a conference call with SFSWMA after the Draft is issued. Final comments will be incorporated into the Final Specifications Package and advertised by SFSWMA and plan the schedule for bidding and construction. Once the Contractor is selected, construction phase services are estimated to take 5 days. Task 6.0 project work is estimated to be completed within 4 months of Notice to Proceed.

Cost Estimate

Task 6, Landfill Inbound Scale Replacement project work will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$24,380 excluding NMGR. The Cost Estimate for Task 6 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 7.0 Landfill Operational Support

SFSWMA requires operational support for the Landfill which may include activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel. The purpose of this Task is to provide operational support for the Landfill's Trimble Global Positioning System (GPS) on an as-needed basis.

7.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

7.2 GPS Assistance and Data

CDM Smith's Project Manager and Engineering will work with our Senior Designer/Drafter to coordinate with SFSWMA to prepare topographic data for GPS excavation and buildout of landfill cells and stormwater features.



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Assumptions:

- SFSWMA has calibrated the Trimble GPS system to the site's coordinate system
- GPS assistance is assumed to consist of up to three areas for assistance as defined by SFSWMA; and each request is assumed to require four hours of staff Engineer and eight hours of staff civil Designer/Drafter.

Deliverables:

- Monthly progress reports and invoices (via email)
- Format of deliverables will be 3D models for use with Trimble GPS system, based on Caja del Rio's coordinate system

Schedule

The schedule for assignments under Task 7.0 Landfill Operational Support will be determined on a case-by-case basis.

Cost Estimate

Task 7.0, Landfill Operational Support will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$12,140 excluding NMGR. The Cost Estimate for Task 7.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Task 8.0 Miscellaneous Engineering Services

SFSWMA may require additional engineering support from CDM Smith. Under this Task, SFSWMA may request that CDM Smith provide engineering services not previously identified for the Caja del Rio Landfill or for the BuRRT Facility.

8.1 Project Management

Project management includes project setup, telecommunications, maintaining project files, project accounting, budget tracking, scheduling, quality control, and invoicing.

8.2 Engineering Services

Miscellaneous assignments under this Task are intended to be of a limited scope and duration and can be initiated and completed more expeditiously under this authorization.

Assumptions:

- The scope of these services will be initiated based upon a written request by the SFSWMA to CDM Smith.



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- Separate task orders will not be prepared for these services.

Deliverables:

- Monthly progress reports and invoices (via email)

Schedule

The schedule for assignments under Task 8.0 Miscellaneous Engineering Services will be determined on a case-by-case basis.

Cost Estimate

Task 8.0, Miscellaneous Engineering Services will be performed by CDM Smith on a time and materials basis for a not-to-exceed fee of \$10,000 excluding NMGR. The Cost Estimate for Task 8.0 is included in Attachment A. CDM Smith's Schedule of Hourly Billing Rates (2021-2022) is provided as Attachment B.

Anticipated Tasks for Years 2, 3, 4, and Future Tasks

Year 2 Tasks

The following tasks have been identified by SFSWMA for Year 2 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Maintenance Shop Floor Restoration

The landfill maintenance shop floor currently includes embedded railings. SFSWMA would like to convert a bay area to smooth flooring in order to be able to use a mobile lift unit (i.e., Mohawk mobile column lifts) for equipment maintenance and repairs. This project requires removal of the existing railings, as well as floor repair, to achieve the surface requirements compatible with use of the mobile lift columns. CDM Smith and team member JRMA will assess the current condition of the maintenance shop floor and identify appropriate repair options which consider repair procedure cost, sustainability, and durability.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

BuRRT Roof Rehabilitation

The BuRRT facility's transfer building has a 40,000 square foot roof with thermoplastic polyolefin (TPO) membrane roofing. We understand that SFSWMA may need to rehabilitate the roof, and



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project work would include providing plans and specifications for a contractor to be procured under the CES mechanism. CDM Smith and team member JRMA will inspect the roof to assess the extent of the repairs needed. If damage to the roof is extensive, it is possible the structure may be compromised, and a structural analysis may be required. Depending on the extent of the damage, the CDM Smith team will either specify localized repairs to the roofing, or detail and specify an entirely new roof membrane based on the results of the technical representatives' recommendations.

BuRRT Facility Management Plan Updates

CDM Smith successfully assisted SFSWMA with completing the BuRRT Permit Renewal and Modification in 2017. SFSWMA would like to update will prepare updates to the select portions of the BuRRT plans to incorporate additional and revised information regarding operational practices at the facility. Administrative updates to these plans are required to be submitted to the NMED Solid Waste Bureau (SWB) for final review and approval.

BuRRT Transfer Station Tunnel Scale Installation

SFSWMA would like to install a low-profile axle scale in the BuRRT facility loadout tunnel to weigh material as it is being loaded into the trailers. Low-profile axle scales can be as low as 6-inches in height, constructed of steel, and are designed to be installed without the need for a pit or foundation system. Most concrete or even asphalt surfaces are sufficient as long as the material is in good condition and relatively flat. The CDM Smith team will review the design of the existing tunnel floor to confirm that it has the design capacity to accept the additional weight of the scale with a loaded truck. In addition, a review of the tunnel ceiling heights will also need to be conducted to confirm that the truck and trailer have a free and clear unobstructed path on to the scale and through the tunnel.

Year 3 Tasks

The following tasks have been identified by SFSWMA for Year 3 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Design, Construction Plans & Specifications, Construction Oversight

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment,



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basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.

Year 4 Tasks

The following tasks have been identified by SFSWMA for Year 4 of the On-Call Engineering Services Contract; scopes and budgets for this future work will be provided upon request:

Landfill Design, Construction Plans & Specifications, Construction Oversight

CDM Smith will assist SFSWMA with landfill design and construction projects by preparing construction drawings, technical specifications, and the contract documents for the construction of landfill facility components, which may include a vertical expansion of the West Phase (Cells 1-6B), stormwater management structures such as a perimeter ditch for stormwater diversion, or erosion control structures.

Landfill Operational Support

CDM Smith will assist SFSWMA with an annual landfill operational support task which includes activities such as modifying or expanding model data used for the Trimble GPS control equipment, basegrade guidance during East Phase cell excavation, and assistance with building access roads and the East stormwater channel.

BuRRT Outbound Scale Replacement

SFSWMA would like to replace the outbound scale at BuRRT with a digital Mettler Toledo scale similar to what was installed for the BuRRT facility inbound truck scale by CDM Smith during 2015-16. Our approach for the outbound scale replacement at BuRRT will be similar to the Year 1-Task 2 Landfill Inbound Scale Replacement described earlier in this Task Order.

Landfill Topographic Surveys

CDM Smith team member, BHI, will perform surveys of the Landfill using drone technology for topographical data and aerial photography. CDM Smith will prepare landfill volumetrics based on BHI's topographical survey data.



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Future Tasks

SFSMWA has identified the following tasks as future tasks that will likely take place outside of the current 4-year On-Call Engineering Services Contract, but could be incorporated within the next four (4) years depending on need:

- Caja del Rio Landfill Design, Construction Plans & Specifications, Construction Oversight
- Caja del Rio Landfill - Access Road Pavement Rehabilitation
- BuRRT - Concrete Scrap Tire Containment Area
- Solid Waste Facility Permit Documents
- Facility Corrective Action/Remedial Issues
- Additional General Engineering Services
- Feasibility Studies/Strategic Planning
- Technical Services/Renewables

Year 1 Cost Estimate Summary

As noted for each of the ten Task Orders proposed for Year 1 of the On-Call Engineering Services Contract, detailed cost estimates are provided in Attachment A. In addition, a summary of the not-to-exceed cost for each Task, including estimated NMGR, is provided in the table below. The total cost of Tasks 1-10 (Year 1) is \$150,055, excluding NMGR. NMGR is estimated to be approximately \$11,817 at the current rate of 7.875%.

Task No.	Name	Cost Estimate	NMGR	Total Cost Estimate
1	BuRRT - Glass Crushing Area Improvements	\$33,210	\$2,615	\$35,825
2	Landfill Management Plans Closeout	\$5,130	\$404	\$5,534
3	Landfill – Section 404 Evaluation	\$11,450	\$902	\$12,352
4	Landfill Survey #1-Topography & Volumetrics	\$32,530	\$2,562	\$35,092
5	Landfill Survey #2-Topography & Volumetrics	\$21,215	\$1,671	\$22,886
6	Landfill Inbound Scale Replacement	\$24,380	\$1,920	\$26,300
7	Landfill – Operational Support	\$12,140	\$956	\$13,096
8	Miscellaneous Engineering Services	\$10,000	\$788	\$10,788
Totals		\$150,055	\$11,817	\$161,872

NMGR = 7.875%



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Proposal Approval

We appreciate your review of our Task Order Proposal for Year 1 On-Call Engineering Services, and the opportunity to continue work with SFSWMA. Please contact Dacia Tucholke (Project Manager) at 505.353.3713, or Robert Fowlie (Client Service Leader) at 505.353.3709 with any questions or comments regarding this Proposal. We look forward to continuing to work with SFSWMA.

Sincerely,

A handwritten signature in black ink, appearing to read "Dacia Tucholke".

Dacia Tucholke
Project Manager
CDM Smith Inc.

A handwritten signature in black ink, appearing to read "Robert A. Fowlie".

Robert A. Fowlie, P.E., BCEE
Associate/Client Service Leader
CDM Smith Inc.

Attachments:

- A Cost Estimate
- B CDM Smith Schedule of Hourly Billing Rates 2021-2022

cc: File

ATTACHMENT A
Cost Estimate

Cost Estimate
Task 1: BuRRT Glass Crusher Area Improvements
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours										Other		Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
	Contract Officer	Project Manager	Prof V	Prof I	Designer/ Drafter	Sr Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Direct Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$		\$	\$	\$	\$	\$
Task 1	26	56	40	30	6	12	12	20	14	216	\$32,710	\$500		\$0	\$0	\$33,210	\$2,615	\$35,825
1.1 PM	2	36					12	4	14	68	\$9,450	\$0		\$0	\$0	\$9,450	\$744	\$10,194
1.2 Bid Phase	8	10	10	10	3	4				45	\$7,460	\$0		\$0	\$0	\$7,460	\$587	\$8,047
1.3 Constr Phase	16	10	30	20	3	8		16		103	\$15,800	\$500		\$0	\$0	\$16,300	\$1,284	\$17,584
TOTAL	26	56	40	30	6	12	12	20	14	216	\$32,710	\$500		\$0	\$0	\$33,210	\$2,615	\$35,825

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Designer/ Drafter	Sr Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls
Fowle	Tucholke	Hahn	Bicknell	Johnson	Anderson	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$160.00	\$160.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 2: Landfill Mangement Plans Closeout
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours							Other	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
	Project Manager	Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Direct	Name	Total	Total	\$	\$	\$
	Hours	Hours	Hours	Hours	Hours	Hours	\$	Costs						
Task 2	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534
2.1 LF Plans Closeout	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534
TOTAL	13	8	6	6	6	39	\$5,015	\$115		\$0	\$0	\$5,130	\$404	\$5,534

Labor Rates

Project Manager	Designer/ Drafter	Sr Contract Admin	Clerical	Project Controls
Tucholke	Doak	Scott	Fitch	Paturkar
\$175.00	\$140.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 3: Section 404 Evaluation
SFSWMA On-Call Engineering Services Contract - Year 1

		Hours							Other	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
Tasks	Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct						
									Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	RME	\$	\$	\$	\$	\$
Task 3	1	24	8	4	2	8	47	\$6,500	\$0		\$4,500	\$450	\$11,450	\$902	\$12,352
3.1 PM	1	24	8	4	2	8	47	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
3.2 RME							0	\$0	\$0		\$4,500	\$450	\$4,950	\$390	\$5,340
TOTAL	1	24	8	4	2	8	47	\$6,500	\$0		\$4,500	\$450	\$11,450	\$902	\$12,352

Labor Rates

Contract Officer	Project Manager	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowlie	Tucholke	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 4: Landfill Survey #1 Topography and Volumetrics
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours											Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct Costs	Name	Total	on Subs Total			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	\$	\$
Task 4	1	24	2	12	14	6	4	2	6	71	\$10,530	\$0		\$20,000	\$2,000	\$32,530	\$2,562	\$35,092
4.1 PM	1	12				6	4	2	6	31	\$4,030	\$0		\$0	\$0	\$4,030	\$317	\$4,347
4.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
4.3 BHI										0	\$0	\$0		\$20,000	\$2,000	\$22,000	\$1,733	\$23,733
TOTAL	1	24	2	12	14	6	4	2	6	71	\$10,530	\$0		\$20,000	\$2,000	\$32,530	\$2,562	\$35,092

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowle	Tucholke	Gabel	Weispfenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 5: Landfill Survey #2 Topography and Volumetrics
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours											Other	Subconsultant		Markup	Subtotal	NMGR	TOTAL
	Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls	Labor Totals		Direct Costs	Name	Total	on Subs Total			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$	BHI	\$	\$	\$	(7.875%)	\$
Task 5	1	24	2	12	14	6	1	2	6	68	\$10,215	\$0		\$10,000	\$1,000	\$21,215	\$1,671	\$22,886
5.1 PM	1	12				6	1	2	6	28	\$3,715	\$0		\$0	\$0	\$3,715	\$293	\$4,008
5.2 Volumetrics		12	2	12	14					40	\$6,500	\$0		\$0	\$0	\$6,500	\$512	\$7,012
5.3 BHI										0	\$0	\$0		\$10,000	\$1,000	\$11,000	\$866	\$11,866
TOTAL	1	24	2	12	14	6	1	2	6	68	\$10,215	\$0		\$10,000	\$1,000	\$21,215	\$1,671	\$22,886

Labor Rates

Contract Officer	Project Manager	Sr Tech Consultant	Prof III	Sr Design/ Drafter	Sr Contract Admin	Sr Procure Specialist	Clerical	Project Controls
Fowle	Tucholke	Gabel	Welspenning	Anderson	Scott	Contakos	Fitch	Paturkar
\$230.00	\$175.00	\$240.00	\$140.00	\$160.00	\$120.00	\$105.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 6: Landfill Inbound Scale Replacement
SFSWMA On-Call Engineering Services Contract - Year 1

Tasks	Hours									Other	Subconsultant		Markup	Subtotal	NMGRT (7.875%)	TOTAL
	Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls	Labor Totals		Direct			on Subs			
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	Costs	Name	Total	Total	\$	\$	\$
										\$		\$	\$			
Task 6	28	48	8	38	12	16	16	166	\$23,880	\$500		\$0	\$0	\$24,380	\$1,920	\$26,300
6.1 PM	2	24			12		16	54	\$7,140	\$0		\$0	\$0	\$7,140	\$562	\$7,702
6.2 Specs Package	8	8	8	16				40	\$6,240	\$0		\$0	\$0	\$6,240	\$491	\$6,731
6.3 Bid Phase	4	8		8				20	\$3,120	\$0		\$0	\$0	\$3,120	\$246	\$3,366
6.4 Constr Phase	14	8		14		16		52	\$7,380	\$500		\$0	\$0	\$7,880	\$621	\$8,501
TOTAL	28	48	8	38	12	16	16	166	\$23,880	\$500		\$0	\$0	\$24,380	\$1,920	\$26,300

Labor Rates

Contract Officer	Project Manager	Prof V	Prof I	Sr Contract Admin	Clerical	Project Controls
Fowlie	Tucholke	Hahn	Bicknell	Scott	Fitch	Paturkar
\$230.00	\$175.00	\$175.00	\$100.00	\$120.00	\$85.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 7: Landfill Operational Support
SFSWMA On-Call Engineering Services Contract - Year 1

		Hours							Other	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
Tasks	Contract Officer	Project Manager	Prof III	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct						
									Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$		\$	\$	\$	\$	\$
Task 7	2	26	12	24	8	10	82	\$12,140	\$0		\$0	\$0	\$12,140	\$956	\$13,096
7.1 PM	2	20			8	10	40	\$5,570	\$0		\$0	\$0	\$5,570	\$439	\$6,009
7.2 GPS		6	12	24			42	\$6,570	\$0		\$0	\$0	\$6,570	\$517	\$7,087
TOTAL	2	26	12	24	8	10	82	\$12,140	\$0		\$0	\$0	\$12,140	\$956	\$13,096

Labor Rates

Contract Officer	Project Manager	Prof III	Sr Design/Drafter	Sr Contract Admin	Project Controls
Fowlie	Tucholke	Welspenning	Anderson	Scott	Paturkar
\$230.00	\$175.00	\$140.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

Cost Estimate
Task 8: Miscellaneous Engineering Services
SFSWMA On-Call Engineering Services Contract - Year 1

	Hours								Other	Subconsultant		Markup on Subs	Subtotal	NMGRT	TOTAL
Tasks	Project Manager	Prof III	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls	Labor Totals		Direct						
									Costs	Name	Total	Total		(7.875%)	
	Hours	Hours	Hours	Hours	Hours	Hours	Hours	\$	\$		\$	\$	\$	\$	\$
Task 8	16	16	14	13	8	8	75	\$10,000	\$0		\$0	\$0	\$10,000	\$788	\$10,788
8.1 PM	16				8	8	32	\$4,280	\$0		\$0	\$0	\$4,280	\$337	\$4,617
8.2 Eng		16	14	13			43	\$5,720	\$0		\$0	\$0	\$5,720	\$450	\$6,170
TOTAL	16	16	14	13	8	8	75	\$10,000	\$0		\$0	\$0	\$10,000	\$788	\$10,788

Labor Rates

Project Manager	Prof III	Prof I	Sr Design/ Drafter	Sr Contract Admin	Project Controls
Tucholke	Welspfenning	Bicknell	Anderson	Scott	Paturkar
\$175.00	\$140.00	\$100.00	\$160.00	\$120.00	\$65.00

ODC Multiplier
0%

Sub Multiplier
10%

ATTACHMENT B
CDM Smith Schedule of Hourly Billing Rates 2021-2022



ATTACHMENT B

CDM Smith Schedule of Hourly Billing Rates 2021-2022

On-Call Engineering Contract

Santa Fe Solid Waste Management Agency

CATEGORIES

HOURLY RATES

TECHNICAL/PROFESSIONAL SERVICES

PROFESSIONAL I	\$100
PROFESSIONAL II	\$120
PROFESSIONAL III	\$140
PROFESSIONAL IV	\$150
PROFESSIONAL V	\$165
PROFESSIONAL VI	\$175
PROFESSIONAL VII	\$200
SR TECHNICAL SPECIALIST	\$230
SENIOR TECHNICAL CONSULTANT	\$240
CONTRACT OFFICER	\$230
DESIGNER/DRAFTER	\$140
SENIOR DESIGNER/DRAFTER	\$160

PROFESSIONAL SUPPORT SERVICES

PROJECT CONTROLS SPECIALIST	\$65
CLERICAL	\$85
SENIOR PROCUREMENT SPECIALIST	\$105
SENIOR CONTRACT ADMINISTRATOR	\$120

MEMORANDUM

To: SFSWMA Joint Powers Board Members
From: Randall Kippenbrock, P.E., Executive Director 
Date: November 15, 2024
Subject: Request for Approval of a Professional Services Agreement with NewGen Strategies and Solutions, LLC of Austin, TX, for a Cost of Service and Rate Design Study under Houston-Galveston Area Council (H-GAC) Contract No. HP08-21 in the Amount of \$83,900

SUMMARY

The Agency is requesting the Board approve a Professional Services Agreement (Agreement) with NewGen Strategies and Solutions (NewGen) of Austin, TX, for a cost of service and rate design study (Study) under Houston-Galveston Area Council (H-GAC) Contract No. HP08-21 for \$83,900.

NewGen completed the last cost-of-service study in February 2021, which commenced in August 2018. A cost-of-service study is recommended every five years.

NewGen will provide the Agency with a comprehensive report detailing the cost of providing solid waste and recycling services and diversion programs, such as green waste, scrap tires, household hazardous waste (HHW), and electronic waste (E-waste), to its customers at the Caja del Rio Landfill and Buckman Road Recycling and Transfer Station.

NewGen will review revenue requirements for funding scheduled equipment replacement and capital improvement projects.

NewGen will recommend rates (fees) for the solid waste and recycling services provided by the Agency based on the Study. The Study will equitably allocate costs to the various services provided by the Agency to ensure the rate structures are fair and equitable to all customers.

NewGen may conduct optional “what if” analyses for the Agency, such as the MRF operation and green waste program, to determine whether changes to how the Agency provides services should be considered for potential implementation.

The Study will be billed based on time and expense.

Funding is available via an \$83,900 budget increase from 810.100700 (Operating Fund Cash Balance) to 8100851.510300 (Professional Services).

BACKGROUND

The Agency engaged in negotiations with NewGen through the Houston-Galveston Area Council (H-GAC) Contract No. HP08-21 for a cost of service and rate design study. H-GAC is a cooperative purchasing organization that the Agency is a member of, and it performs competitive bidding and proposal packages for local governments.

The Scope of Services in the Professional Services Agreement includes the following tasks:

- Task 1: Initial Data Request, Analysis and Kickoff Meeting
- Task 2: Five-Year Revenue Requirement
- Task 3: Cost of Service
- Task 4: Rate Design
- Task 5: Other Analyses (optional)
- Task 6: Report and Presentation

NewGen will provide the cost of service study (Tasks 1-6), including gross receipts taxes, for a total not-to-exceed amount of \$83,900.

NewGen will issue the final report on May 1, 2025, assuming the start date is no later than December 1, 2024, and all key financial and operation data is provided no later than January 15, 2025.

ACTION REQUESTED

The Agency requests the Board approve the Professional Services Agreement with NewGen for a cost of service and rate design study in the amount of \$83,900.

The Agency also requests approval of an \$83,900 budget increase to 8100851.510300 (Professional Services) from 810.100700 (Operating Fund Cash).

Attachments:

- 1) Budget Adjustment Request
- 2) Professional Services Agreement
- 3) H-GAC Contract No. No. HP08-21

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ATTACHMENT 1
Budget Adjustment Request

Log # <i>{Finance use only}</i> :	
Batch # <i>{Finance use only}</i> :	

City of Santa Fe, New Mexico

BUDGET AMENDMENT RESOLUTION (BAR)

DEPARTMENT / DIVISION NAME					DATE	
SFSWMA					11/14/2024	
ITEM DESCRIPTION	ORG	OBJECT	PROJECT	INCREASE	DECREASE	
<u>EXPENDITURES</u>				<i>{enter as positive #}</i>	<i>{enter as negative #}</i>	
Professional Services	8100851	510300		83,900		
JUSTIFICATION: <i>(use additional page if needed)</i> --Attach supporting documentation/memo				83,900	\$	-

Professional Services Agreement with NewGen Strategies and Solutions, LLC of Austin, TX
 Service and Rate Design Study under Houston-Galveston Area Council (H-GAC) Contract No.
 HP08-21

Cash is available in 810.100700

<i>{Complete section below if BAR results in a net change to ANY Fund}</i>	
Fund(s) Affected	Fund Balance Increase/(Decrease)
810	(83,900)
TOTAL:	(83,900)

Thomasina Chavez Prepared By <i>{print name}</i>	11/14/2024 Date	<i>{Use this form for Finance Committee/ City Council agenda items ONLY}</i>	
		CITY COUNCIL APPROVAL	Budget Officer
		JPB	Date
		Approval Date	Finance Director <i>{≤ \$5,000}</i>
		Agenda Item #:	Date
		4	City Manager <i>{≤ \$60,000}</i>
			Date

ATTACHMENT 2
Professional Services Agreement

**SANTA FE SOLID WASTE MANAGEMENT AGENCY
PROFESSIONAL SERVICES AGREEMENT
NEWGEN STRATEGIES AND SOLUTIONS
(Cost of Service Study - 2024)**

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made and entered into this 21st day of November 2024 by and between the Santa Fe Solid Waste Management Agency (“Agency”) and NewGen Strategies and Solutions, LLC (“Contractor”) for a Cost of Service and Rate Design Study as described in Exhibit A and below.

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 Eighty-Three Thousand Nine Hundred Dollars and No Cents (\$83,900.00).

B. Compensation shall be paid only for services performed pursuant to the fee schedule outlined in the Scope of Services attached hereto in Exhibit A.

C. Contractor shall be responsible for payment of any applicable gross receipts taxes to the State of New Mexico on the sums payable under this Agreement.

D. 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.

E. Detailed invoices containing reimbursement expenses shall be itemized.

F. Contractor shall submit invoices to the Agency via mail or email as follows:

Santa Fe Solid Waste Management Agency
Attn: Accounts Payable

149 Wildlife Way

Santa Fe, NM 87506

Email: AccountsPayable@sfswwma.org

4. APPROPRIATIONS

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

5. TERM AND EFFECTIVE DATE

A. This Agreement shall be effective when signed by the Agency and terminate on November 21, 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.

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 Section, including for preparation of the final report.

2) If compensation is not based upon hourly rates for services rendered, the Agency shall pay Contractor for the reasonable value of services satisfactorily performed through the date Contractor receives notice of such termination for which compensation has not already been paid.

3) If compensation is based upon hourly rates and expenses, Contractor shall be paid for services rendered and expenses incurred through the date Contractor receives notice of such termination.

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

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

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

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

8. CONFIDENTIALITY

Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential, and shall not be made available to any individual or organization by Contractor without the Agency's prior written approval unless that information becomes public through no fault of Contractor, or is required to be disclosed pursuant to a court or administrative order. The Agency will identify that information which it considers to be confidential.

9. OWNERSHIP OF WRITTEN PRODUCTS

A. 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 Agency without restriction or limitation upon its use or dissemination by Agency. Contractor retains copies of such written products as desired, but no such written products shall be the subject of a copyright application by Contractor.

B. Any reuse of reports, documents, or materials by Agency without written verification or adaptation by Contractor for the specific purpose intended will be at Agency's sole risk and without liability or legal exposure to Contractor or to Contractor's subcontractors.

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 cancelled for any reason. Contractor has furnished the Agency with a copy of a Certificate of Insurance or other evidence of Contractor's compliance with the provisions of this section as a condition of entering into this Agreement.

B. Contractor shall carry and maintain 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.

C. Contractor shall carry and maintain professional liability insurance throughout the term of this Agreement for errors and omissions to cover no less than \$3,000,000 for each claim.

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 and hold harmless 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 mail, as provided below, to the parties at the following addresses:

AGENCY: Randall Kippenbrock, P.E.
Executive Director
Santa Fe Solid Waste Management Agency
149 Wildlife Way
Santa Fe, NM 87506
Email: rkippenbrock@sfswwma.org

CONTRACTOR: David S. Yanke
President
NewGen Strategies and Solutions, LLC
8140 North Mopac Expressway, Suite I-240
Austin, TX 78759
Email: dyanke@newgenstrategies.net

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. Notices 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, Sections 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 kick-backs.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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

SANTA FE SOLID WASTE MANAGEMENT AGENCY:

Camilla Bustamante
Chair, Joint Powers Board

Date:

ATTEST:

Katharine E. Clark
Santa Fe County Clerk

CONTRACTOR:

David S. Yanke
President
NewGen Strategies and Solutions, LLC

Date

APPROVED AS TO FORM:

Nancy R. Long
Agency Attorney

Date:

EXHIBIT A

**Scope of Services
for
NewGen Strategies and Solutions**

Scope of Services

Solid Waste Cost of Service and Rate Design Study

NewGen proposes to conduct this analysis in a timely and efficient manner, with the work laid out in the following tasks:

Task 1 – Initial Data Request, Analysis and Kickoff Meeting

Task 2 – Five-Year Revenue Requirement

Task 3 – Cost of Service

Task 4 – Rate Design

Task 5 – Other Analyses (optional)

Task 6 – Report and Presentation

An overview of the work to be accomplished during each of the tasks is provided below.

Task 1 – Initial Data Request, Analysis and Kickoff Meeting

Within five (5) business days of being retained by the Santa Fe Solid Waste Management Agency (Agency), NewGen will provide the Agency an initial request for information. The information requested will include operating, financial, management, policy, and ordinance data. For example, some of the items requested will include:

- Historical and current budgets
- Historical billing data
- Any contracts or inter-local agreements
- Schedule of debt service payments and covenants
- Agency financial policies
- Capital improvement plan
- A personnel roster
- An inventory of rolling stock and equipment

Throughout the course of the project, data received by the Project Team will be sampled and tested for accuracy. The sampling and testing of data is imperative to ensure the billing data used to set rates as well as data used in the development of proper cost allocations and reliable revenue projections is as accurate as possible. The Project Team will work closely with the Agency's billing staff and software provider to extract the appropriate billing data. In addition, the Project Team will conduct interviews with Agency staff during our review of the historical data to ensure the Project Team fully understands the information provided.

Data provided in response to the initial data request will allow the Project Team to begin the Study and become familiar with the Agency's operations and policies in order to maximize the effectiveness of our time with Agency representatives during the project kickoff meeting.

Kickoff Meeting

NewGen will work with Agency staff to schedule a kickoff meeting. The primary purpose for the kickoff meeting is to allow the key Project Team consultants and participants from the Agency to be introduced and lay the general framework for how the Study will be conducted. This meeting will also allow for the finalization of the proposed work approach, as well as discussion and clarification of the information previously provided by the Agency.

Task 2 – Five-Year Revenue Requirement

Determination of Test Year Revenue Requirement

The revenue requirement will be developed for the Agency using the cash needs approach, which closely follows municipal budgeting practices. This approach incorporates a utility's operation and maintenance costs, debt service and bond coverage requirements, cash funded capital outlays, reserve requirements, and transfers. The revenue requirement is influenced by both internal and external factors. An example of an internal factor is a financial policy to maintain a certain operating reserve balance or to cash fund equipment purchases. An example of an external factor is a bond covenant requirement to maintain a certain debt-reserve-balance-or-coverage-ratio. Both internal and external factors will be incorporated into the revenue requirement developed by NewGen.

In developing the revenue requirement, the Project Team will assess and forecast the cost of service by analyzing historical costs, the current budget, and any forecasts made by the Agency for future fiscal years. The Project Team will develop the revenue requirement for a test year (FY 2025), which is a common term in rate studies that refers to an adjusted fiscal year cost that will be used as a basis for setting rates. The test year will be adjusted to reflect expected recurring costs and revenues, so as not to include any one-time or non-recurring events. The revenue requirement will account for any non-rate or miscellaneous revenue sources, such as late payment fees, in order to isolate the revenue required to be recovered from utility rates.

Forecast of Revenue Requirement

Using the test year previously developed, the Project Team will develop a five-year revenue requirement forecast (FY 2025 – FY 2029). Interviews with Agency staff will be conducted to gather additional data to complete this task, as it is crucial to thoroughly analyze the assumptions used in projecting the revenue requirement. These assumptions may include, but may not be limited to: growth rate, inflation rates, increase in contractual obligations and contractor costs, changes in operations/staffing, and capital improvements. An assessment of the rolling stock, equipment and facilities funding needs will be made to ensure sufficient recovery to keep these assets in good working condition and expand the service, as necessary. The Project Team will work closely with Agency staff to establish appropriate reserve funds and examine the planned method of financing (e.g., cash, debt, grants) for future capital needs. This will include analysis of the impact on rates, operating and capital reserve targets, and debt coverage requirements.

Determination of Realizable Revenue at Current Rates

NewGen will determine the revenue generated by current rates to properly evaluate the cost of service, the magnitude of overall rate increases, if any, and the need for redistribution of revenue responsibility between customer classes. This task will also provide a "check" to confirm NewGen has correctly reconstructed the billing data provided by Agency staff.

Task 3 – Cost of Service

Allocation to Service Categories

Service categories represent the various solid waste services provided by the Agency, such as landfill operations, brush operations, MRF operations, etc.

For costs that cannot be directly assigned, NewGen will develop cost-causal allocators to facilitate an equitable division of the cost to appropriate service categories. For example, allocators may be developed based on a detailed assessment of how direct labor or equipment is allocated to the various service categories.

Allocation to Customer Classes

Once the revenue requirement is fully allocated to service categories it will be necessary to allocate the costs associated with services to customer classes. For example, the cost of operating the landfill will directly impact the rate charged for waste brought directly to the landfill. However, for those customers that bring their waste to the Agency's transfer station, the rate charged must recover the cost of disposing of the waste at the landfill, and the operation of the transfer station. The cost of operating the MRF and brush operations require rates for those respective customer classes.

Determination of the Cost of Service

NewGen will then use the fully allocated revenue requirement forecast in conjunction with the billing data for the forecast period, to determine the cost of providing solid waste services for the five-year forecast period. This will provide the Agency the necessary framework to assess the adequacy and equity of current and proposed rates.

Task 4 – Rate Design

The proposed rates will be developed to reflect the cost of service results and industry best practices as well as policy decisions made by the Agency.

NewGen will obtain a comprehensive understanding of the Agency's goals and objectives regarding rates to enable the utility to meet its pricing objectives and financial policies. Agency policies will be reviewed by NewGen throughout the course of conducting the analysis and, if appropriate, will be vetted by the Agency.

Task 5 – Other Analyses (optional)

If desired, NewGen can assist the Agency with other analyses regarding the current MRF operations, brush operations, etc. The purpose of this task is to assist the Agency in "what if" analyses to determine if changes in how the Agency currently provides its services should be considered for potential implementation. This task would not be entered into without a specific scope, budget and approval by the Agency, prior to conducting any analysis associated with Task 5.

Task 6 – Report and Presentation

Report Preparation

NewGen will develop a draft report summarizing our findings, conclusions, and recommendations based on our analysis for the Agency's review and comment. The Project Team is committed to ensuring that the Agency thoroughly understands the recommendations in the draft report and will ensure that Agency staff has sufficient time to have their concerns and/or questions addressed prior to finalizing the report. Upon receipt of Agency staff comments, the Project Team will make appropriate changes and provide the Agency with the final report.

Presentation

Upon finalizing the report, NewGen will provide a presentation to the Agency's Joint Powers Board and answer any questions of the elected officials.

PROJECT TIMING AND FEES

Assuming a start date no later than December 1, 2024, the Study will be completed by May 1, 2025, assuming all key financial and operational data is provided no later than January 15, 2025.

Table 1 summarizes the fees for conducting the Study. Based on NewGen's understanding of the scope of services and data available from the Agency, NewGen will commit to completing the cost of service study for a not-to-exceed price of \$62,925. Additional analyses (Task 5), if requested, will not exceed \$20,000, for a total not-to-exceed price of \$83,900.¹

Table 1
Project Pricing
Santa Fe Solid Waste Management Agency

Task	Price
Cost of Service and Rate Design Study	\$50,000 - \$60,000
Additional Analyses	\$10,000 - \$20,000
NM GRT (4.875%)	\$2,925 - \$3,900
Total	\$62,925 - \$83,900

This project will be billed based on time and expense using the standard billing rates listed below in Table 2. All services provided by NewGen will be billed at our hourly rates with a monthly invoice submitted for the stated services. Out-of-pocket expenses will be billed on a cost basis (i.e., with no mark-up).

¹ Quoted prices are inclusive of the New Mexico Gross Receipts Tax (NM GRT) at a rate of 4.875%.

Table 2
NewGen Strategies and Solutions
Hourly Billing Rates

Staff	Hourly Billing Rate
President	\$345
Director/Partner/Principal	\$220 – \$360
Consultant	\$120 – \$220
Administrative	\$120

Any additional services outside the scope of work identified in this proposal will be billed based on the hourly billing rates provided above, with a scope of services provided to the Agency and approval received from the Agency prior to commencing any out-of-scope work.

ATTACHMENT 3
H-GAC Contract No. HP08-21

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - NewGen Strategies and Solutions, LLC - Public Services - ID: 12504

EXTENSION No. 2 to CONTRACT No. HP08-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

NewGen Strategies and Solutions, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by H-GAC. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

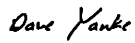
Signed for: Houston-Galveston Area Council

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 5/7/2024

Signed for: NewGen Strategies and Solutions, LLC

DocuSigned by:

CESCF5DD30B4CA...

Dave Yanke
President
Date: 5/6/2024

Printed Name:
Title:

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - NewGen Strategies and Solutions, LLC - Public Services - ID: 7640

MASTER GENERAL PROVISIONS

This Master Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and NewGen Strategies and Solutions, LLC, hereinafter referred to as the Contractor, having its principal place of business at 225 Union Blvd., Suite 305, Lakewood, CO 80228.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Master Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Master Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Master Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Master Agreement and bind the Contractor to the terms of this Master Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Master Agreement in accordance with all federal laws, executive orders, policies, procedures, applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Master Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: PUBLIC INFORMATION

Except as stated below, all materials submitted to H-GAC, including any attachments, appendices, or other information submitted as a part of a submission or Master Agreement, are considered public information, and become the property of H-GAC upon submission and may be reprinted, published, or distributed in any manner by H-GAC according to open records laws, requirements of the US Department of Labor and the State of Texas, and H-GAC policies and procedures. In the event the Contractor wishes to claim portions of the response are not subject to the Texas Public Information Act, it shall so; however, the determination of the Texas Attorney General as to whether such information must be disclosed upon a public request shall be binding on the Contractor. H-GAC will request such a determination only if Contractor bears all costs for preparation of the submission. H-GAC is not responsible for the return of creative examples of work submitted. H-GAC will not be held accountable if material from submissions is obtained without the written consent of the contractor by parties other than H-GAC, at any time during the evaluation process.

ARTICLE 4: INDEPENDENT CONTRACTOR

The execution of this Master Agreement and the rendering of services prescribed by this Master Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Master Agreement or act of H-GAC in performance of the Master Agreement shall be construed as making the Contractor the agent, servant, or employee of H-GAC, the State of Texas, or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 5: ANTI-COMPETITIVE BEHAVIOR

Contractor will not collude, in any manner, or engage in any practice which may restrict or eliminate competition or otherwise restrain trade.

ARTICLE 6: SUSPENSION AND DEBARMENT

Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to the Federal Rule above, Respondent certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas and at all times during the term of the Contract neither it nor its principals will be debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas Respondent shall immediately provide the written notice to H-GAC if at any time the Respondent learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. H-GAC may rely upon a certification of the Respondent that the Respondent is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless the H-GAC knows the certification is erroneous.

ARTICLE 7: GOAL FOR CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS (if subcontracts are to be let)

H-GAC’s goal is to assure that small and minority businesses, women’s business enterprises, and labor surplus area firms are used when possible in providing services under a contract. In accordance with federal procurements requirements of 2 CFR §200.321, if subcontracts are to be let, the prime contractor must take the affirmative steps listed below:

1. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller task or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
5. Using the services and assistance as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- 6.

Nothing in this provision will be construed to require the utilization of any firm that is either unqualified or unavailable. The Small Business Administration (SBA) is the primary reference and database for information on requirements related to Federal Subcontracting <https://www.sba.gov/federal-contracting/contracting-guide/prime-subcontracting>

NOTE: The term DBE as used in this solicitation is understood to encompass all programs/business enterprises such as: Small Disadvantaged Business (SDB), Historically Underutilized Business (HUB), Minority Owned Business Enterprise (MBE), Women Owned Business Enterprise (WBE) and Disabled Veteran Business Enterprise (DVBE) or other designation as issued by a certifying agency.

Contractor agrees to work with and assist HGACBuy customer in meeting any DBE targets and goals, as may be required by any rules, processes, or programs they might have in place. Assistance may include compliance with reporting requirements, provision of documentation, consideration of Certified/Listed subcontractors, provision of documented evidence that an active participatory role for a DBE entity was considered in a procurement transaction, etc.

ARTICLE 8: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Master Agreement.

ARTICLE 9: PERFORMANCE PERIOD

This Master Agreement shall be performed during the period which begins Oct 01 2021 and ends Jul 31 2023. All services under this Master Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 21, which shall be fully executed by both parties to this Master Agreement.

ARTICLE 10: PAYMENT OR FUNDING

Payment provisions under this Master Agreement are outlined in the Special Provisions. H-GAC will not pay for any expenses incurred prior to the execution date of a contract, or any expenses incurred after the termination date of the contract.

ARTICLE 11: PAYMENT FOR WORK

The H-GAC Customer is responsible for making payment to the Contractor upon delivery and acceptance of the goods or completion of the services and submission of the subsequent invoice.

ARTICLE 12: PAYMENT TERMS/PRE-PAYMENT/QUANTITY DISCOUNTS

If discounts for accelerated payment, pre-payment, progress payment, or quantity discounts are offered, they must be clearly indicated in the Contractor's submission prior to contract award. The applicability or acceptance of these terms is at the discretion of the Customer.

ARTICLE 13: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Master Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this Master Agreement with notice as identified in Article 29 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this Master Agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Master Agreement. Any additional reporting requirements shall be set forth in the Special Provisions of this Master Agreement.

ARTICLE 14: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Master Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 15: SUBCONTRACTS AND ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Master Agreement or any right, title, obligation, or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Master Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 16: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Master Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 17: TAX EXEMPT STATUS

H-GAC and Customer members are either units of government or qualified non-profit agencies, and are generally exempt from Federal and State sales, excise or use taxes. Respondent must not include taxes in its Response. It is the responsibility of Contractor to determine the applicability of any taxes to an order and act accordingly. Exemption certificates will be provided upon request.

ARTICLE 18: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Master Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Master Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

Contractor agrees that H-GAC will have the right, with reasonable notice, to inspect its records pertaining to purchase orders processed and the accuracy of the fees payable to H-GAC. The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party Master Agreements.

ARTICLE 19: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Master Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before

the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 20: DISTRIBUTORS, VENDORS, RESELLERS

Contractor agrees and acknowledges that any such designations of distributors, vendors, resellers or the like are for the convenience of the Contractor only and the awarded Contractor will remain responsible and liable for all obligations under the Contract and the performance of any designated distributor, vendor, reseller, etc. Contractor is also responsible for receiving and processing any Customer purchase order in accordance with the Contract and forwarding of the Purchase Order to the designated distributor, vendor, reseller, etc. to complete the sale or service. H-GAC reserves the right to reject any entity acting on the Contractor's behalf or refuse to add entities after a contract is awarded.

ARTICLE 21: CHANGE ORDERS AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Master Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Master Agreement, both parties agree that any amendment that affects the performance under this Master Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Master Agreement and shall be binding upon the parties as if written herein.
- C. Customers have the right to issue a change order to any purchase orders issued to the Contractor for the purposes of clarification or inclusion of additional specifications, qualifications, conditions, etc. The change order must be in writing and agreed upon by Contractor and the Customer agency prior to issuance of any Change Order. A copy of the Change Order must be provided by the Contractor to, and acknowledged by, H-GAC.

ARTICLE 22: CONTRACT ITEM CHANGES

- A. If a manufacturer discontinues a contracted item, that item will automatically be considered deleted from the contract with no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- B. If a manufacturer makes any kind of change in a contracted item which affects the contract price, Contractor must advise H-GAC of the details. H-GAC may allow or reject the change at its sole discretion. If the change is rejected, H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item, or take any other action deemed by H-GAC, at its sole discretion, to be in the best interests of its Customers.
- C. If a manufacturer makes any change in a contracted item which does not affect the contract price, Contractor shall advise H-GAC of the details. If the 'new' item is equal to or better than the originally contracted item, the 'new' item shall be approved as a replacement. If the change is rejected H-GAC will remove the item from its program and there will be no penalty to Contractor. However, H-GAC may at its sole discretion elect to make a contract award to the next lowest Respondent for the item or may take any other action deemed by H-GAC at its sole discretion, to be in the best interests of its Customers.

- D. In the case of specifically identified catalogs or price sheets which have been contracted as base bid items or as published options, routine published changes to products and pricing will be automatically incorporated into the contract. However, Contractor must still provide thirty (30) calendar days written notice and an explanation of the changes to products and pricing. H-GAC will respond with written approval.

ARTICLE 23: CONTRACT PRICE ADJUSTMENTS

Price Decreases

If Contractor's Direct Cost decreases at any time during the full term of this award, Contractor must immediately pass the decrease on to H-GAC and lower its prices by the amount of the decrease in Direct Cost. (Direct Cost means Contractor's cost from the manufacturer of any item or if Contractor is the manufacturer, the cost of raw materials required to manufacture the item, plus costs of transportation from manufacturer to Contractor and Contractor to H-GAC. Contractor must notify H-GAC of price decreases in the same way as for price increases set out below. The price decrease shall become effective upon H-GAC's receipt of Contractor's notice. If Contractor routinely offers discounted contract pricing, H-GAC may request Contractor accept amended contract pricing equivalent to the routinely discounted pricing

Price Increases

Contractors may request a price increase for items priced as Base Bid items and Published Options after twelve (12) months from the bid opening date of the bid received by H-GAC. The amount of any increase will not exceed actual documented increase in Contractor's Direct Cost and will not exceed 10% of the previous bid price. Considerations on the percentage limit will be given if the price increase is the result of increased tariff charges, or other economic factors.

Price Changes

Any permanent increase or decrease in offered pricing for a base contract item or published option is considered a price change. Temporary increases in pricing by whatever name (e.g. 'surcharge', 'adjustment', 'equalization charge', 'compliance charge', 'recovery charge', etc.), are also considered to be price changes. For published catalogs and price sheets as part of an H-GAC contract, requests to amend the contract to reflect any new published catalog or price sheet must be submitted whenever the manufacturer publishes a new document. The request must include the new catalog or price sheet.

All Products shall, at time of sale, be equipped as required under any then current applicable local, state, and federal government requirements. If, during the course of any contract, changes are made to any government requirements which cause a manufacturer's costs of production to increase, Contractor may increase pricing to the extent of Contractor's actual cost increase. The increase must be substantiated with support documentation acceptable to H-GAC prior to taking effect. Modifications to a Product required to comply with such requirements which become effective after the date of any sale are the responsibility of the Customer.

Requesting Price Increase/Required Documentation

Contractor must submit a written notification at least thirty (30) calendar days prior to the requested effective date of the change, setting the amount of the increase, along with an itemized list of any increased prices, showing the Contractor's current price, revised price, the actual dollar difference and the percentage of the price increase by line item. Price change requests must include H-GAC Forms D Offered Item Pricing and E Options Pricing, or the documentation used to submit pricing in the original Response and be supported with substantive documentation (e.g. manufacturer's price increase notices, copies of invoices from suppliers, etc.) clearly showing that Contractor's actual costs have increased per the applicable line-item bid. The Producer Price Index (PPI) may be used as partial justification, subject to approval by H-GAC, but no price increase based solely on an increase in the PPI will be allowed. This documentation should be submitted in Excel format to facilitate analysis and

updating of the website. The letter and documentation must be sent to the Bids and Specifications manager, William Burton, at William.Burton@h-gac.com

Review/Approval of Requests

If H-GAC approves the price increase, Contractor will be notified in writing; no price increase will be effective until Contractor receives this notice. If H-GAC does not approve Contractor's price increase, Contractor may terminate its performance upon sixty (60) days advance written notice to H-GAC, however Contractor must fulfill any outstanding Purchase Orders. Termination of performance is Contractor's only remedy if H-GAC does not approve the price increase. H-GAC reserves the right to accept or reject any price change request.

ARTICLE 24: DELIVERIES AND SHIPPING TERMS

The Contractor agrees to make deliveries only upon receipt of authorized Customer Purchase Order acknowledged by H-GAC. Delivery made without such Purchase Order will be at Contractor's risk and will leave H-GAC the option of canceling any contract awarded to the Contractor. The Contractor must secure and deliver any item within five (5) working days, or as agreed to on any corresponding customer Purchase Order.

Shipping must be Freight On Board Destination to the delivery location designated on the Customer purchase order. The Contractor will retain title and control of all goods until delivery is completed and the Customer has accepted the delivery. All risk of transportation and all related charges are the responsibility of the Contractor.

The Customer will notify the Contractor and H-GAC promptly of any damaged goods and will assist the Contractor in arranging for inspection. The Contractor must file all claims for visible or concealed damage.

Unless otherwise stated in the Master Agreement, deliveries must consist only of new and unused merchandise.

ARTICLE 25: RESTOCKING (EXCHANGES AND RETURNS)

There will be no restocking charge to the Customer for return or exchange of any item purchased under the terms of any award. If the Customer wishes to return items purchased under an awarded contract, the Contractor agrees to exchange, these items for other items, with no additional charge incurred. Items must be returned to Contractor within thirty (30) days from date of delivery. If there is a difference in price in the items exchanged, the Contractor must notify H-GAC and invoice Customer for increase price or provide the Customer with a credit or refund for any decrease in price per Customer's preference. On items returned, a credit or cash refund will be issued by the Contractor to Customer. This return and exchange option will extend for thirty (30) days following the expiration of the term of the Contract. All items returned by the Customer must be unused and in the same merchantable condition as when received. Items that are special ordered may be returned only upon approval of the Contractor.

ARTICLE 26: MANUALS

Each product delivered under contract to any Customer must be delivered with at least one (1) copy of a safety and operating manual and any other technical or maintenance manual. The cost of the manual(s) must be included in the price for the Product offered.

ARTICLE 27: OUT OF STOCK, PRODUCT RECALLS, AND DISCONTINUED PRODUCTS

H-GAC does NOT purchase the products sold pursuant to a Solicitation or Master Agreement. Contractor is responsible for ensuring that notices and mailings, such as Out of Stock or Discontinued Notices, Safety Alerts, Safety Recall Notices, and customer surveys, are sent directly to the Customer with a copy sent to H-GAC. Customer will have the option of accepting any equivalent product or canceling the item from Customer's Purchase Order. Contractor is not authorized to make substitutions without prior approval.

ARTICLE 28: WARRANTIES, SALES, AND SERVICE

Warranties must be the manufacturer's standard and inclusive of any other warranty requirements stated in the Master Agreement; any warranties offered by a dealer will be in addition to the manufacturer's standard warranty and will not be a substitute for such. Pricing for any product must be inclusive of the standard warranty.

Contractor is responsible for the execution and effectiveness of all product warranty requests and any claims, Contractor agrees to respond directly to correct warranty claims and to ensure reconciliation of warranty claims that have been assigned to a third party.

ARTICLE 29: TERMINATION PROCEDURES

The Contractor acknowledges that this Master Agreement may be terminated for Convenience or Default. H-GAC will not pay for any expenses incurred after the termination date of the contract.

A. Convenience

H-GAC may terminate this Master Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Master Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Master Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Master Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Master Agreements that completion of services herein specified within the Master Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.
- (3) In the event of such termination, Contractor will notify H-GAC of any outstanding Purchase Orders and H-GAC will consult with the End User and notify the Contractor to what extent the End User wishes the Contractor to complete the Purchase Order. If Contractor is unable to do so, Contractor may be subject to a claim for damages from H-GAC and/or the End User.

ARTICLE 30: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Master Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Master Agreement, which shall continue in full force and effect.

ARTICLE 31: FORCE MAJEURE

To the extent that either party to this Master Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the

performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 32: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or Contractors subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Master Agreement, shall participate in any decision relating to this Master Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Master Agreement.

- A. **Conflict of Interest Questionnaire:** Chapter 176 of the Texas Local Government Code requires contractors contracting or seeking to contract with H-GAC to file a conflict-of-interest questionnaire (CIQ) if they have an employment or other business relationship with an H-GAC officer or an officer's close family member. The required questionnaire and instructions are located on the H-GAC website or at the Texas Ethics Commission website <https://www.ethics.state.tx.us/forms/CIQ.pdf>. H-GAC officers include its Board of Directors and Executive Director, who are listed on this website. Respondent must complete and file a CIQ with the Texas Ethics Commission if an employment or business relationship with H-GAC office or an officer's close family member as defined in the law exists.

- B. **Certificate of Interested Parties Form – Form 1295:** As required by Section 2252.908 of the Texas Government Code, H-GAC will not enter a Contract with Contractor unless (i) the Contractor submits a disclosure of interested parties form to H-GAC at the time the Contractor submits the contract H-GAC, or (ii) the Contractor is exempt from such requirement. The required form and instructions are located at the Texas Ethics Commission website https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. Respondents who are awarded a Contract must submit their Form 1295 with the signed Contract to H-GAC.

ARTICLE 33: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. With regards to "Rights to Inventions Made Under a Contract or Master Agreement," If the Federal award meets the definition of "funding Master Agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding Master Agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Master Agreements," and any implementing regulations issued by the awarding agency. Contractor agrees to be wholly compliant with the provisions of 2 CFR 200, Appendix II. Additionally, for work to be performed under the Master Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C.

§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Master Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Master Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 34: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (EFFECTIVE AUG. 13, 2020 AND AS AMENDED OCTOBER 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. Respondent must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that offerors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 35: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, when using federal grant award funds H-GAC should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). H-GAC must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, then it shall work with H-GAC to provide all required certifications and other documentation needed to show compliance.

ARTICLE 36: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Master Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Master Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation, and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Master Agreement or which would adversely affect the Contractor's ability to perform services under this Master Agreement.

ARTICLE 37: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits, or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of Contractor's negligent act or omission under this Master Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Master Agreement.

ARTICLE 38: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Master Agreement.

ARTICLE 39: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Master Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Master Agreement.

ARTICLE 40: JOINT WORK PRODUCT

This Master Agreement is the joint work product of H-GAC and the Contractor. This Master Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 41: PROCUREMENT OF RECOVERED MATERIAL

H-GAC and the Respondent must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Pursuant to the Federal Rule above, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), Respondent certifies that the percentage of recovered materials content for EPA-designated items to be delivered or used in

the performance of the Contract will be at least the amount required by the applicable contract specifications or other contractual requirements.

ARTICLE 42: COPELAND "ANTI-KICKBACK" ACT

Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the contract. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as appropriate agency instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses. A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

ARTICLE 43: DISCRIMINATION

Respondent and any potential subcontractors shall comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to:

- a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin;
- b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex;
- c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps;
- d) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101- 6107), which prohibits discrimination on the basis of age;
- e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
- f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
- h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
- i) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and
- j) The requirements of any other nondiscrimination statute(s) that may apply to the application.

ARTICLE 44: DRUG FREE WORKPLACE

Contractor must provide a drug-free workplace in accordance with the Drug-Free Workplace Act, as applicable. For the purposes of this Section, "drug-free" means a worksite at which employees are prohibited from engaging in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance. H-GAC may request a copy of this policy.

ARTICLE 45: APPLICABILITY TO SUBCONTRACTORS

Respondent agrees that all contracts it awards pursuant to the contract awarded as a result of this Master Agreement will be bound by the foregoing terms and conditions.

ARTICLE 46: WARRANTY AND COPYRIGHT

Submissions must include all warranty information, including items covered, items excluded, duration, and renewability. Submissions must include proof of licensing if using third party code for programming.

ARTICLE 47: DATA HANDLING AND SECURITY

It will always be the responsibility of the selected Contractor to manage data transfer and to secure all data appropriately during the project to prevent unauthorized access to all data, products, and deliverables.

ARTICLE 48: DISPUTES

All disputes concerning questions of fact or of law arising under this Master Agreement, which are not addressed within the Whole Master Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Master Agreement and in accordance with H-GAC's final decision.

ARTICLE 49: CHOICE OF LAW: VENUE

This Master Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Master Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 50: ORDER OF PRIORITY

In the case of any conflict between or within this Master Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and 4) Other Attachments.

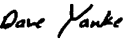
ARTICLE 51: WHOLE MASTER AGREEMENT

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. If this Master Agreement has not been signed by the Contractor within 30 calendar days, this Master Agreement will be automatically voided. The Master General Provisions, Master Special Provisions, and Attachments, as provided herein, constitute the complete Master Agreement between the parties hereto, and supersede any and all oral and written Master Agreements between the parties relating to matters herein. Except as otherwise provided herein, this Master Agreement cannot be modified without written consent of the parties.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Master Agreement as of the date first written above, as accepted by:

NewGen Strategies and Solutions, LLC

Signature  DocuSigned by:
CE5CFF5DD30B4CA...

Name Dave Yanke

Title President

Date 11/8/2021

H-GAC

Signature  DocuSigned by:
82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 11/9/2021

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Contract - NewGen Strategies and Solutions, LLC - Public Services - ID: 7640

MASTER SPECIAL PROVISIONS

Please note, this is an H-GAC Master Agreement template and is used for all products and services offered in H-GAC Cooperative Purchasing. Any redlines to this Master Agreement may not be reviewed. Incorporated by attachment, as part of the whole Master Agreement, H-GAC and the Contractor do, hereby agree to the Master Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Master Agreement, the following documents listed in order of priority are incorporated into the Master Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER MASTER AGREEMENTS ("EUA")

H-GAC acknowledges that the END USER, which is the HGACBuy customer utilizing the contract (CUSTOMER and END USER may be used interchangeably) may choose to enter into an End User Master Agreement (EUA) with the Contractor through this Master Agreement. A CUSTOMER/END USER is a state agency, county, municipality, special district, or other political subdivision of a state, or a qualifying non-profit corporation (providing one or more governmental function or service that possess legal authority to enter into the Contract. The term of the EUA may exceed the term of the current H-GAC Master Agreement.

H-GAC's acknowledgement is not an endorsement or approval of the End User Master Agreement's terms and conditions. Contractor agrees not to offer, agree to or accept from the CUSTOMER/END USER, any terms or conditions that conflict with those in Contractor's Master Agreement with H-GAC. Contractor affirms that termination of its Master Agreement with H-GAC for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Master Agreement, termination of this Master Agreement will disallow the Contractor from entering into any new EUA with CUSTOMER/END USER. Applicable H-GAC order processing charges will be due and payable to H-GAC on any EUAs, surviving termination of this Master Agreement between H-GAC and Contractor.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to H-GAC. If at any time during this Master Agreement, Contractor develops a regularly followed standard procedure of entering into Master Agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to H-GAC on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to H-GAC, Contractor shall notify H-GAC within ten (10) business days thereafter, and this Master Agreement shall be deemed to be automatically retroactively amended, to the effective date of Contractor's most favorable past Master Agreement with another entity. Contractor shall provide the same prices, warranties, benefits, or terms to H-GAC and its CUSTOMER/END USER as provided in its most favorable past Master Agreement. H-GAC shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If Contractor claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Master Agreement, does not constitute more favorable treatment, than Contractor shall, within ten (10) business days, notify H-GAC in writing, setting forth the detailed reasons Contractor believes the aforesaid

offer is not in fact most favored treatment. H-GAC, after due consideration of Contractor's written explanation, may decline to accept such explanation and thereupon this Master Agreement between H-GAC and Contractor shall be automatically amended, effective retroactively, to the effective date of the most favored Master Agreement, to provide the same prices, warranties, benefits, or terms to H-GAC and the CUSTOMER/END USER.

EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer, or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Master Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to CUSTOMER/END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Master Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

~~Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the~~
CUSTOMER/END USER in accord with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to CUSTOMER/END USER based on the pricing and terms of this Master Agreement. H-GAC will invoice Contractor for the applicable order processing charge when H-GAC receives notification of a CUSTOMER/END USER order. Contractor shall remit to H-GAC the full amount of the applicable order processing charge, after delivery of any product or service and subsequent CUSTOMER/END USER acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of a CUSTOMER/END USER's payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by Contractor based on this Master Agreement, including sales to entities without Interlocal Master Agreements, Contractor shall pay the applicable order processing charges to H-GAC. Further, Contractor agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Master Agreement. H-GAC reserves the right to take appropriate actions including, but not limited to, Master Agreement termination if Contractor fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall H-GAC have any liability to Contractor for any goods or services a CUSTOMER/END USER procures from Contractor. At all times, Contractor shall remain liable to pay to H-GAC any order processing charges on any portion of the Master Agreement actually performed, and for which compensation was received by Contractor.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the CUSTOMER/END USER at the time a CUSTOMER/END USER purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, Contractor must have the following insurance and coverage minimums:

- a. General liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit.
- b. Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.
- c. Property Damage or Destruction insurance is required for coverage of End User owned equipment while in Contractor's possession, custody, or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to H-GAC.
- d. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to deliver any outstanding order after the close of the contract period.
- e. Original Insurance Certificates must be furnished to H-GAC on request, showing Contractor as the insured and showing coverage and limits for the insurances listed above.
- f. If any Product(s) or Service(s) will be provided by parties other than Contractor, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by H-GAC, a separate insurance certificate must be submitted for each such party.
- g. H-GAC reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. Contractor shall remain prepared to offer a PPB to cover any order if so requested by the CUSTOMER/END USER. Contractor shall quote a price to CUSTOMER/END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of CUSTOMER/END USER's purchase order.

ARTICLE 10: ORDER PROCESSING CHARGE

H-GAC will apply an Order Processing Charge for each sale done through the H-GAC contract, with the exception of orders for motor vehicles. Any pricing submitted must include this charge amount per the most current H-GAC schedule. For motor vehicle orders, the Processing Charge is paid by the CUSTOMER/END USER. Contractor will need to refer to the solicitation for the Order Processing Charge.

ARTICLE 11: CHANGE OF STATUS

Contractor shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise H-GAC if this Master Agreement shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Master Agreement.

ARTICLE 12: REQUIREMENTS TO APPLICABLE PHYSICAL GOODS

In the case of physical goods (e.g. equipment, material, supplies, as opposed to services), all Products offered must comply with any applicable provisions of the Texas Business and Commerce Code, Title 1, Chapter 2 and with at least the following:

- a. Be new, unused, and not refurbished.
- b. Not be a prototype as the general design, operation, and performance. This requirement is NOT meant to preclude the Contractor from offering new models or configurations which incorporate improvements in a current design or add functionality, but in which new model or configuration may be new to the marketplace.
- c. Include all accessories which may or may not be specifically mentioned in the Master Agreement, but which are normally furnished or necessary to make the Product ready for its intended use upon delivery. Such accessories shall be assembled, installed, and adjusted to allow continuous operation of Product at time of delivery.
- d. Have assemblies, sub-assemblies and component parts that are standard and interchangeable throughout the entire quantity of a Product as may be purchased simultaneously by any END USER/CUSTOMER.
- e. Be designed and constructed using current industry accepted engineering and safety practices, and materials.
- f. Be available for inspection at any time prior to or after procurement.

ARTICLE 13: TEXAS MOTOR VEHICLE BOARD LICENSING

All Contractors that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Master Agreement term, any required Contractor license is denied, revoked, or not renewed, Contractor shall be in default of this Master Agreement, unless the Texas Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

ARTICLE 14: INSPECTION/TESTING

All Products sold pursuant to this Master Agreement will be subject to inspection/testing by or at the direction of H-GAC and/or the ordering CUSTOMER/END USER, either at the delivery destination or the place of manufacture. In the event a Product fails to meet or exceed all requirements of this Master Agreement, and unless otherwise agreed in advance, the cost of any inspection and/or testing, will be the responsibility of the Contractor.

ARTICLE 15: ADDITIONAL REPORTING REQUIREMENTS

Contractor agrees to submit written quarterly reports to H-GAC detailing all transactions during the previous three (3) month period. Reports must include, but are not limited, to the following information:

- a. CUSTOMER/END USER Name
- b. Product/Service purchased, including Product Code if applicable
- c. Customer Purchase Order Number
- d. Purchase Order Date
- e. Product/Service dollar amount
- f. HGACBuy Order Processing Charge amount

ARTICLE 16: BACKGROUND CHECKS

Cooperative customers may request background checks on any awarded contractor's employees who will have direct contact with students, or for any other reason they so choose, any may require contractor to pay the cost of obtaining any background information requested by the CUSTOMER/END USER.

ARTICLE 17: PROHIBITION ON CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL CERTIFICATION

As required by Chapter 2271 of the Texas Local Government Code the Contractor must verify that it 1) does not boycott Israel; and 2) will not boycott Israel during the term of the Contract. Pursuant to Section 2271.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes; and

2. "Company" means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

ARTICLE 18: NO EXCLUDED NATION OR TERRORIST ORGANIZATION CERTIFICATION

As required by Chapter 2252 of the Texas Government Code the Contractor must certify that it is not a company engaged in active business operations with Sudan, Iran, or a foreign terrorist organization – specifically, any company identified on a list prepared and maintained by the Texas Comptroller under Texas Government Code §§806.051, 807.051, or 2252.153. (A company that the U.S. Government affirmatively declares to be excluded from its federal sanctions regime relating to Sudan, Iran, or any federal sanctions regime relating to a foreign terrorist organization is not subject to the contract prohibition.)

ARTICLE 19: PROHIBITION ON CONTRACTING WITH ENTITIES USING CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE EQUIPMENT (Effective Aug. 13, 2020 and as amended October 26, 2020)

Pursuant to 2 CFR 200.216, Contractor shall not offer equipment, services, or system that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications equipment or services means 1) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); 2) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); 3) telecommunications or video surveillance services provided by such entities or using such equipment; or 4) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Contractor must comply with requirements for certifications. The provision at 48 C.F.R Section 52.204-26 requires that Contractors review SAM prior to completing their required representations. This rule applies to all acquisitions, including acquisitions at or below the simplified acquisition threshold and to acquisitions of commercial items, including commercially available off the-shelf items.

ARTICLE 20: BUY AMERICA ACT (National School Lunch Program and Breakfast Program)

With respect to products purchased by CUSTOMER/END USER for use in the National School Lunch Program and/or National School Breakfast Program, Contractor shall comply with all federal procurement laws and regulations with respect to such programs, including the Buy American provisions set forth in 7 C.F.R. Part 210.21(d), to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

In the event Contractor or Contractor's supplier(s) are unable or unwilling to certify compliance with the Buy American Provision, or the applicability of an exception to the Buy American provision, H-GAC CUSTOMER/END USER may decide not to purchase from Contractor. Additionally, H-GAC

CUSTOMER/END USER may require country of origin on all products and invoices submitted for payment by Contractor, and Contractor agrees to comply with any such requirement.

ARTICLE 21: BUY AMERICA REQUIREMENT (Applies only to Federally Funded Highway and Transit Projects)

With respect to products purchased by CUSTOMER/END USER for use in federally funded highway projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 23 U.S.C. Section 313, 23 C.F.R. Section 635.410, as amended, and the Steel and Iron Preference provisions of Texas Transportation Code Section 223.045, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs. With respect to products purchased by CUSTOMER/END USER for use in federally funded transit projects, Contractor shall comply with all federal procurement laws and regulations with respect to such projects, including the Buy American provisions set forth in 49 U.S.C. Section 5323(j)(1), 49 C.F.R. Sections 661.6 or 661.12, to the extent applicable. Contractor agrees to provide all certifications required by CUSTOMER/END USER regarding such programs.

ARTICLE 22: DOMESTIC PREFERENCE

In accordance with 2 CFR 200.322, as appropriate and to the extent consistent with law, a CUSTOMER/END USER using federal grant award funds should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The CUSTOMER/END USER must include this requirement in all subawards including all contracts and purchase orders for work or products under the federal grant award. If Contractor intends to qualify for Purchase Orders using federal grant money, they shall work with the CUSTOMER/END USER to provide all required certifications and other documentation needed to show compliance.

ARTICLE 23: TITLE VI REQUIREMENTS

H-GAC in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any disadvantaged business enterprises will be afforded full and fair opportunity to submit in response to this Master Agreement and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 24: EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all Contracts and CUSTOMER/END USER Purchase Orders that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., pg.339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. Contractor agrees that such provision applies to any contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and agrees that it will comply with such provision.

ARTICLE 25: CLEAN AIR AND WATER POLLUTION CONTROL ACT

CUSTOMER/END USER Purchase Orders using federal funds must contain a provision that requires the Contractor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean

Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to the Federal Rule above, Contractor certifies that it is in compliance with all applicable provisions of the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) and will remain in compliance during the term of the Contract.

ARTICLE 26: PREVAILING WAGE

Contractor and any potential subcontractors have a duty to and shall pay the prevailing wage rate under the Davis-Bacon Act, 40 U.S.C. 276a – 276a-5, as amended, and the regulations adopted thereunder contained in 29 C.F.R. pt. 1 and 5.

ARTICLE 27: CONTRACT WORK HOURS AND SAFETY STANDARDS

As per the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), where applicable, all CUSTOMER/END USER Purchase Orders in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

ARTICLE 28: PROFIT AS A SEPARATE ELEMENT OF PRICE

For purchases using federal funds in excess of \$150,000, a CUSTOMER/END USER may be required to negotiate profit as a separate element of the price. See, 2 CFR 200.323(b). Contractor agrees to provide information and negotiate with the CUSTOMER/END USER regarding profit as a separate element of the price for the purchase. Contractor also agrees that the total price, including profit, charged by Contractor to CUSTOMER/END USER will not exceed the awarded pricing, including any applicable discount, under any awarded contract.

ARTICLE 29: BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the CUSTOMER/END USER. As applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract and further certifies that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal Grant, the making of a Federal Loan, the entering into a cooperative Master Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative Master Agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing, or attempting to influence, an officer or employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative Master Agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
3. Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative Master Agreements) and that all subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

ARTICLE 30: COMPLIANCE WITH EPA REGULATIONS APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE MASTER AGREEMENTS, AND CONTRACTS

Contractor certifies compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (13 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

ARTICLE 31: COMPLIANCE WITH ENERGY POLICY AND CONSERVATION ACT

Contractor certifies that Contractor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

Attachment A
NewGen Strategies and Solutions, LLC
All Hazards Preparedness, Planning, Consulting & Recovery Services
Contract No.: HP08-21

Title Billing Rate	Billing Rate
President	\$345
Director/Executive Consultant	\$220 - \$360
Consultant	\$120 - \$220
Admin / Corporate Services	\$120

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - Extension - NewGen Strategies and Solutions, LLC - Public Services - ID: 12504

EXTENSION No. 2 to CONTRACT No. HP08-21

For

All Hazards Preparedness, Planning, Consulting & Recovery Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

NewGen Strategies and Solutions, LLC

THIS AMENDMENT modifies the above referenced Contract as follows:

Contract is extended through Jul 31 2025 Midnight CST or the effective date of the contracts resulting from the most recently awarded Request For Proposal (RFP) for All Hazards Preparedness, Planning, Consulting & Recovery Services, whichever occurs first.

Unless otherwise noted, this amendment goes into effect on the date signed by H-GAC. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

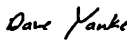
Signed for: Houston-Galveston Area Council

DocuSigned by:

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Chuck Wemple
Executive Director
Date: 5/7/2024

Signed for: NewGen Strategies and Solutions, LLC

DocuSigned by:

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Printed Name:
Title:

Dave Yanke
President
Date: 5/6/2024