Buckman Direct Diversion Project

A joint regional project of the City of Santa Fe and Santa Fe County to build a reliable and sustainable water supply.

Memo

Date: **May 23, 2012**

To: **Buckman Direct Diversion Board**

Via: **Robert Mulvey, BDD Facilities Manager**
Brian Snyder, Public Utilities & Water Division Director

From: **Erika Schwender, BDD Regulatory Compliance Officer**

Re.: **Laboratory Analytical Services under State Price Agreement 10-805-00-06786**

Item:

Staff requests approval to procure laboratory testing services from various laboratories under the State Price Agreement 10-805-00-06786 in a total amount not to exceed $280,000.00 including NMGRT.

Background:

The Buckman Direct Diversion Project has an annual need for water quality testing services in order to comply with various regulatory compliance programs and public health requirements set forth by the State of New Mexico and the United States Environmental Protection Agency. These environmental testing programs and anticipated costs are listed below:

Environmental Program	Cost
NPDES Sediment Return	$ 30,000.00
SDWA Drinking Water Compliance	$ 20,000.00
Solids Monitoring	$125,000.00
Process Control Testing	$ 40,000.00
Stormwater Monitoring	$ 46,682.24
7% NMGRT	$ 18,317.76
Total	$280,000.00

Analysis

The State General Services Department ensures compliance with the State Procurement Code and establishes state-wide pricing agreements for use by multiple State Agencies and other Governmental New Mexico entities. Through application of timely, data-driven business and marketplace intelligence, as well as the application of "best procurement practices", the State General Services Department administers a fair and open procurement process which maximizes the benefit and use of limited taxpayer resources.

In May 2011 the State General Services Department solicited competitive bids and developed a State Price Agreement for *Laboratory Analytical Services* with seven (7) vendors:

- *Hall Environmental Analysis Laboratories*
- *Pace Analytical*
- *Xenco Laboratories*
- *Trace Analysis, Inc.*
- *Young Environmental*
- *Envirosearch Corporation*
- *Green Analytical Laboratories*

The original contract term is from May 2011 through May 2012 with an option to extend for an additional three (3) years on a year-to-year basis. On March 27, 2012, the State of New Mexico General Services Department accepted Price Agreement Amendment No. One to extend the contract term to May 2013.

The majority of lab services will be performed by *Hall Environmental Analysis Laboratory*, which is located in Albuquerque, NM. The remaining laboratories will be used as needed for specialized analysis, or to handle extra workload.

Recommended Action:

Approve the use of State Price Agreement 10-805-00-06786 for Analytical Laboratory Services in an amount not to exceed $280,000 including NMGRT.

Funding

Requested Amount:	$280,000
Funding Line Item:	7280000.510300
FY 2012-13 Budget Amount:	$ 280,000.00
Savings:	1.) Efficiency realized by using the existing State procurement process in lieu of performing a new procurement process. 2.) Minimum price discounts of 5% over standard prices, which amounts to approximately $13,000.00.

cc.: Robert Rodarte, Purchasing Director

GSD/PD (Rev. 01/11)

State of New Mexico
General Services Department
Purchasing Division

Price Agreement Amendment

Awarded Vendor **7 Vendors** **Telephone No.** _____

Ship To: **New Mexico Department of Transportation** **Environmental Geology Bureau** **(Various locations)**
Invoice: **Various locations**
For questions regarding this Price Agreement please contact: **Robert Lopas (505) 827-5135**

Price Agreement Number: **10-805-00-06786**

Price Agreement Amendment No.: **One**

Term: **May 11, 2011 - May 10, 2013**

Procurement Specialist: Mike Riggs MR

Telephone No.: (505) 827-0654

Title: **Analytical Laboratory Services**

This Price Agreement Amendment is to be attached to the respective Price Agreement and become a part thereof.

In accordance with Price Agreement provisions, and by mutual agreement of all parties, this Price Agreement is extended from May 11, 2012 to May 10, 2013 at the same price, terms and conditions.

Except as modified by this amendment, the provisions of the Price Agreement shall remain in full force and effect.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 03/27/2012

MR

State of New Mexico
General Services Department

Price Agreement

Awarded Vendor
7 Vendors - See page 6

Telephone No. ____

Price Agreement Number: **10-805-00-06786**

Payment Terms: **See page 6**

F.O.B.: **See page 6**

Delivery: **See page 6**

Procurement Specialist: **Mike Riggs** MR

Telephone No.: **(505) 827-0564**

Ship To:
New Mexico Department of Transportation
Environmental Geology Bureau
(Various Locations)

Invoice:
Various Locations

For questions regarding this contract please contact:
Robert Lopas (505) 827-5135

Title: **Analytical Laboratory Services**

Term: **May 11, 2011 thru May 10, 2012**

This Price Agreement is made subject to the "terms and conditions" shown on the reverse side of this page, and as indicated in this Price Agreement.

Accepted for the State of New Mexico

New Mexico State Purchasing Agent

Date: 5/9/11

Purchasing Division, 1100 St. Francis Drive, PO Box 6850, Santa Fe, NM 87502-6850 (505) 827-0472

TD

Terms and Conditions
(Unless otherwise specified)

1. **General:** When the State Purchasing Agent or his/her designee issues a purchase document in response to the Vendor's bid, a binding contract is created.

2. **Variation in Quantity:** No variation in the quantity of any item called for by this order will be accepted unless such variation has been caused by conditions of loading, shipping, packing or allowances in manufacturing process and then only to the extent, if any, specified in this order.

3. **Assignment:**

a. Neither the order, nor any interest therein, nor any claim thereunder, shall be assigned or transferred by the Vendor, except as set forth in Subparagraph 3b or as expressly authorized in writing by the State Purchasing Agent or his/her designee. No such assignment or transfer shall relieve the Vendor from the obligations and liabilities under this order.

b. Vendor agrees that any and all claims for overcharge resulting from antitrust violations which are borne by the State as to goods, services, and materials purchased in connection with this bid are hereby assigned to the State.

4. **State Furnished Property:** State furnished property shall be returned to the State upon request in the same condition as received except for ordinary wear, tear and modifications ordered hereunder.

5. **Discounts:** Prompt payment discounts will not be considered in computing the low bid. Discounts for payment within twenty (20) days will be considered after the award of the contract. Discounted time will be computed from the date of receipt of the merchandise invoice, whichever is later.

6. **Inspection:** Final inspection and acceptance will be made at the destination. Supplies rejected at the destination for nonconformance with specifications shall be removed at the Vendor's risk and expense, promptly after notice of rejection.

7. **Inspection of Plant:** The State Purchasing Agent or his/her designee may inspect, at any reasonable time, the part of the Contractor's, or any subcontractor's plant or place of business, which is related to the performance of this contract.

8. **Commercial Warranty:** The Vendor agrees that the supplies or services furnished under this order shall be covered by the most favorable commercial warranties the Vendor gives for such to any customer for such supplies or services. The rights and remedies provided herein shall extend to the State and are in addition to and do not limit any rights afforded to the State by any other clause of this order. Vendor agrees not to disclaim warranties of fitness for a particular purpose of merchantability.

9. **Taxes:** The unit price shall exclude all state taxes.

10. **Packing, Shipping and Invoicing:**

a. The State's purchasing document number and the Vendor's name, user's name and location shall be shown on each packing and delivery ticket, package, bill of lading and other correspondence in connection with the shipments. The user's count will be accepted by the Vendor as final and conclusive on all shipments not accompanied by a packing ticket.

b. The Vendor's invoice shall be submitted in triplicate, duly certified and shall contain the following information: order number, description of supplies or services, quantities, unit price and extended totals. Separate invoices shall be rendered for each and every complete shipment.

c. Invoices must be submitted to the using agency and NOT the State Purchasing Agent.

11. **Default:** The State reserves the right to cancel all or any part of this order without cost to the State, if the Vendor fails to meet the provisions of this order and, except as otherwise provided herein, to hold the Vendor liable for any excess cost occasioned by the State due to the Vendor's default. The Vendor shall not be liable for any excess costs if failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Vendor, such causes include but are not restricted to, acts of God or the public enemy, acts of the State or Federal Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of subcontractors due to any of the above, unless the State shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Vendor to meet the required delivery scheduled. The rights of the State provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under this order.

12. **Non-Collusion:** In signing this bid the Vendor certifies he/she has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the State Purchasing Agent or his/her designee.

13. **Nondiscrimination:** Vendor doing business with the State of New Mexico must be in compliance with the Federal Civil Rights Act of 1964 and Title VII of the Act (Rev. 1979) and the Americans with Disabilities Act of 1990 (Public Law 101-336).

14. **The Procurement Code:** Sections 13-1-28 through 13-1-99 NMSA 1978, imposes civil and criminal penalties for its violation. In addition the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

15. All bid items are to be NEW and of most current production, unless otherwise specified.

16. **Payment for Purchases:** Except as otherwise agreed to: late payment charges may be assessed against the user state agency in the amount and under the conditions set forth in Section 13-1-158 NMSA 1978.

17. **Workers' Compensation:** The Contractor agrees to comply with state laws and rules pertaining to Workers' Compensation benefits for its employees. If the Contractor fails to comply with Workers' Compensation Act and applicable rules when required to do so, this Agreement may be terminated by the contracting agency.

18. Bids must be submitted in a sealed envelope with the bid number and opening date clearly indicated on the bottom left hand side of the front of the envelope. Failure to label bid envelope will necessitate the premature opening of the bid in order to identify the bid number.

New Mexico Employees Health Coverage

A. If Contractor has or grows to six (6) or more employees who work or who are expected to work an average of at least twenty (20) hours per week over a six (6) month period during the term of the contract, Contractor certifies, by signing this agreement, to have in place and agree to maintain for the term of the contract health insurance for those employees and offer that health insurance to those employees no later than July 1, 2010, if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred fifty thousand dollars ($250,000).

B. Contractor agrees to maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. These records are subject to review and audit by a representative of the State.

C. Contractor agrees to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following website link for additional information: http://insurenewmexico.state.nm.us/

New Mexico Pay Equity Initiative

Contractor agrees, if it has ten (10) or more New Mexico employees OR eight (8) or more employees in the same job classification, at any time during the term of this contract, to complete and submit the PE10-249 form on the annual anniversary of the initial report submittal for contracts up to one (1) year in duration. If contractor has (250) or more employees, contractor must complete and submit the PE250 form on the annual anniversary of the initial report submittal for contracts that are up to one (1) year in duration. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, contractor also agrees to complete and submit the PE10-249 or PE250 form, whichever is applicable, within thirty (30) days of the annual contract anniversary date of the initial submittal date or, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract, whichever comes first. Should contractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor agrees to provide the required report within ninety (90) days of meeting or exceeding the size requirement. That submittal date shall serve as the basis for submittals required thereafter.

Contractor also agrees to levy this requirement on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Contractor further agrees that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, contractor will submit the required report, for each such subcontractor, within ninety (90) days of that subcontractor meeting or exceeding the size requirement. Subsequent report submittals, on behalf of each such subcontractor, shall be due on the annual anniversary of the initial report submittal. Contractor shall submit the required form(s) to the State Purchasing Division of the General Services Department, and other departments as may be determined, on behalf of the applicable subcontractor(s) in accordance with the schedule contained in this paragraph. Contractor acknowledges that this subcontractor requirement applies even though contractor itself may not meet the size requirement for reporting and be required to report it self.

Notwithstanding the foregoing, if this Contract was procured pursuant to a solicitation, and if Contractor has already submitted the required report accompanying their response to such solicitation, the report does not need to be re-submitted with this Agreement.

The PE10-249 and PE250 worksheet is available at the following website:
http://www.generalservices.state.nm.us/spd/guidance.doc

Department Price Agreement

Article I – Statement of Work
Under the terms and conditions of this Price Agreement, the using agency may issue orders for items and/or services described herein.

The terms and conditions of this Price Agreement shall form a part of each order issued hereunder.

The items and/or services to be ordered shall be listed under Article IX – Price Schedule. All orders issued hereunder will bear both an order number and this Price Agreement number. It is understood that no guarantee or warranty is made or implied by either the New Mexico State Purchasing Agent or the user that any order for any definite quantity will be issued under this Price Agreement. The Contractor is required to accept the order and furnish the items and/or services in accordance with the articles contained hereunder for the quantity of each order issued.

Article II –Term
The term of this Price Agreement for issuance of orders shall be as indicated in specifications.

Article III –Specifications
Items and/or services furnished hereunder shall conform to the requirements of specifications and/or drawings applicable to items listed under Article IX - Price Schedule. Orders issued against this schedule will show the applicable price agreement item(s), number(s), and price(s); however they may not describe the item(s) fully.

Article IV – Shipping and Billing Instructions
Contractor shall ship in accordance with the instructions of this form. Shipment shall be made only against specific orders which the user may place with the contractor during the term indicated in Article II – Term. The Contractor shall enclose a packing list with each shipment listing the order number, price agreement number and the commercial parts number (if any) for each item. Delivery shall be made as indicated on page 1. If vendor is unable to meet stated delivery the State Purchasing Agent must be notified.

Article V - Termination
This Price Agreement may be terminated by either signing party upon written notice to the other at least thirty (30) days in advance of the date of termination. Notice of termination of the price agreement shall not affect any outstanding orders.

Article VI – Amendment
This Price Agreement may be amended by mutual agreement of the New Mexico State Purchasing Agent or his/her designee and the Contractor upon written notice by either party to the other. An amendment to this Price Agreement shall not affect any outstanding orders issued prior to the effective date of the amendment as mutually agreed upon, and as published by the New Mexico State Purchasing Agent or his/her designee. Amendments affecting price adjustments and/or the extension of a price agreement expiration date are not allowed unless specifically provided for in the bid and price agreement specifications.

Article VII – Issuance or Orders
Only written signed orders are valid under this Price Agreement.

Article VIII – Packing (if applicable)
Packing shall be in conformance with standard commercial practices.

Article IX – Price Schedule
Prices as listed in the price schedule hereto attached are firm.

Awarded Vendors

(AA)
0000064612
Envirosearch Corporation
dba Cardinal Laboratories
101 East Marland
Hobbs, New Mexico 88240
(575) 393-2326

Payment Terms: Net 30 days
FOB: Destination
Delivery: Fed Ex

(AB)
0000044619
Green Analytical Laboratories
75 Suttle Street
Durango, Colorado 81303
(970) 247-4220

Payment Terms: Net 30
FOB: Destination
Delivery: Fed Ex

(AC)
0000050567
Hall Environmental Analysis Laboratory
4901 Hawkins NE
Albuquerque, New Mexico 87109
(505) 345-3975

Payment Terms: Net 30
FOB: Destination
Delivery: As Requested

(AD)
0000091901
Pace Analytical
9608 Loiret Blvd.
Lenexa, Kansas 66219
(303) 522-9706

Payment Terms: Net 30
FOB: Destination
Delivery: .pdf file and xcel EDD

(AE)
0000044396
TraceAnalysis, Inc.
6701 Aberdeen, Suite 9
Lubbock, Texas 79424-1501
(800) 378-1296

Payment Terms: 10% <15 days
FOB: Destination
Delivery: TraceAnalysis, 200 E. Sunset Rd., Suite E, El Paso, Texas 79922

(AF)
0000091363
Xenco Laboratories
4143 Greenbriar Drive
Stafford, Texas 77477
(281) 638-1319

Payment Terms: Net 30 days
FOB: Destination
Delivery: Please see footnote on Price Agreement

(AG)
0000050316
Young Environmental
dba Envirotech
5796 US Hwy. 64
Farmington, New Mexico 87401
(505) 632-0615

Payment Terms: Net 30
FOB: Destination
Delivery: N/A

Bids are requested from statewide analytical laboratories by the New Mexico Department of Transportation - Environmental Geology Bureau (NMDOT-EGB) to establish a price agreement for analytical laboratory services for one year from the date of award.

Bids will be all or none.

The term of this agreement shall be for one (1) year from date of award with the option to extend for a period (s) of three (3) additional years, on a year-by-year basis, by mutual agreement of all parties and approval of the New Mexico State Purchasing Agent at the same price, terms and conditions. This agreement shall not exceed four (4) years.

All respondents are required to provide current addresses and officer contact information. All respondents will have 10 working days from day of receipt of request for extension letter to respond. Failure to respond in the designated time shall remove the bidder from the price agreement.

Price shall not include state gross receipts tax or local option tax (es). Such tax or taxes shall be added at time of invoicing at current rate, and shown as a separate item to be paid by user.

The contact for the Environmental Geology Bureau is Audrey Moore at telephone number (505) 827-1715.

Basic description of service:
Service shall be for analytical laboratory testing of miscellaneous soil, groundwater, vapor, building materials, and/or other samples.

Sampling containers, coolers, labels, and custody forms shall be supplied by the vendor at no charge.

Samples will be delivered by EGB to the vendor in the-Santa Fe or Albuquerque metropolitan areas. Vendors outside this area shall provide for overnight shipping and related costs to their facility.

Laboratory test results shall be transferred to NMDOT-EGB or its designee by mail and by e-mail in an agreed to format: excel (.xml) or adobe (.pdf). All results shall be returned within the standard turn-around-time (ten (10) working days) from receipt of sample(s), unless otherwise requested.

NMDOT-EGB shall review analytical reports delivered from the vendor and payment to the vendor will be made upon acceptance of said report.

Qualification requirements:
The selected laboratory / vendor shall be considered acceptable by the New Mexico Environment Department and the United States Environmental Protection Agency for the testing of analytes.

Chemical analyses shall be performed using USEPA & SW-846 (latest edition) methods, within method detection limits, or using methods approved of in advance by the coordinator.

No fees other than price per unit may be billed.

The quantities shown are estimated for bidding purposes only and may vary on quantities ordered depending on requirements.

Failure to comply with the above terms shall constitute removal from the price agreement.

Bidders **must** attach the most current price list of all provided analysis (Discount offered per Line 28 of the invitation to bid.)

Item	Approx Qty	Unit	Article and Description	Unit Price
001	20		8260B (fill list volatiles including naphthalene in soil and water)	**(AA) $175.00** **(AB) $175.00** **(AC) $100.00** **(AD) $90.00** **(AE) $70.00** **(AG) $180.00** **(AF) $60.00**
002	20		8260B (full list volatiles including naphthalene in air)	**(AA) $175.00** **(AB) $175.00** **(AC) $90.00**
			TO-14	**(AD) $180.00** **(AE) $90.00**
			XENCO will subcontract; TO-15 will be used in lieu of 8260B.	**(AF) $250.00**
003	10		8310 (polyaromatic hydrocarbons in soil or water)	
			8310 or 8270	**(AA) $175.00**
			8310 or 8270	**(AB) $175.00** **(AC) $100.00**
			8270 SIM	**(AD) $110.00**
			8270 low level	**(AE) $90.00** **(AF) $85.00**
004	10		8270 (in soil or water)	**(AA) $315.00** **(AB) $315.00** **(AC) $200.00** **(AD) $200.00** **(AE) $140.00** **(AF) $150.00**
005	40		8015B (C6-C36 in soil or water)	**(AA) $63.00** **(AB) $63.00** **(AC) $80.00** **(AD) $85.00** **(AE) $30.00** **(AF) $70.00** **(AG) $80.00**
006	40		8015B (gas range) in water or soil	**(AA) $31.50** **(AB) $31.50** **(AC) $40.00**
			C6-C10	**(AD) $40.00** **(AE) $25.00** **(AF) $40.00** **(AG) $80.00**

Item	Approx Qty	Unit	Article and Description	Unit Price
007	40		8015B (diesel range) in water or soil **C10-C28**	**(AA) $31.50** **(AB) $31.50** **(AC) $40.00** **(AD) $45.00** **(AE) $25.00** **(AF) $40.00** **(AG) $80.00**
008	40		8015B (motor oil range) in water or soil **Included in item 007**	**(AA) $31.50** **(AB) $31.50** **(AC)** **(AD) $45.00** **(AE) $25.00** **(AF) $40.00**
009	10		8015B (gasoline range) in vapor **TO-3**	**(AA) $70.00** **(AB) $70.00** **(AC) $45.00** **(AD) $60.00** **(AE) $40.00** **(AF) $60.00**
010	50		300 (per anion) in water	**(AA) $15.00** **(AB) $15.00** **(AC) $15.00** **(AD) $20.00** **(AE) $10.00** **(AF) $12.00** **(AG) $15.00**
011	20		6010 (dissolved metals) in water **RCRA 8 metals** **RCRA 8 metals** **Per metal** **Per metal** **Per metal 6020 will be used in lieu of 6010; pricing does not include filtration***	**(AA) $87.50** **(AB) $87.50** **(AC) $20.00** **(AD) $8.00** **(AE) $6.00** **(AF) $8.00** **(AG) $30.00**

Item	Approx Qty	Unit	Article and Description	Unit Price
012	20		Subsequent metals	
				(AA) $8.40
			ICP	(AB) $8.40
				(AC) $12.00
			Per metal	(AD) $8.00
				(AE) $6.00
			Per metal	(AF) $8.00
				(AG) $15.00
013	10		6010 Filters	
			RCRA 8 metals	(AA) $101.50
			RCRA 8 metals	(AB) $101.50
				(AC) $12.00
				(AE) $1.00
				(AF) $10.00
				(AG) $115.00
014	10		200.7 (dissolved metals) water	
			RCRA 8 metals	(AA) $87.50
			RCRA 8 metals	(AB) $87.50
			Per metal	(AC) $20.00
			Per metal	(AD) $8.00
			Per metal	(AE) $6.00
			Per metal, 200.8 will be used in lieu of 200.7; pricing does not include	(AF) $8.00
				(AG) $30.00
015	5		245.1 Hg	(AA) $28.00
				(AB) $28.00
				(AC) $30.00
				(AD) $25.00
				(AE) $20.00
				(AF) $15.00
				(AG) $45.00
016	5		7471 Hg Soil	(AA) $28.00
				(AB) $28.00
				(AC) $30.00
				(AD) $25.00
				(AE) $20.00
				(AF) $15.00
				(AG) $50.00

Item	Approx Qty	Unit	Article and Description	Unit Price
017	10		6010/7470/TCLP (8 metals) **6020 will be used in lieu of 6010; pricing includes 1311 extraction.**	**(AA) $157.50** **(AB) $157.50** **(AC) $ 180.00** **(AD) $120.00** **(AE) $ 62.00** **(AF) $ 80.00** **(AG) $185.00**
018	10		1311 Extraction Only	**(AA) $56.00** **(AB) $56.00** **(AC) $60.00** **(AD) $50.00** **(AE) $40.00** **(AF) $20.00** **(AG) $70.00**
019	10		SM2540C (TDS) in water	**(AA) $10.50** **(AB) $10.50** **(AC) $15.00** **(AD) $15.00** **(AE) $10.00** **(AF) $10.00** **(AG) $15.00**
020	10		Major cations (Ca, Mg, Na, K) in soil or water **Cations will be analyzed by 6020 or 200.8.**	**(AA) $33.60** **(AB) $33.60** **(AC) $35.00** **(AD) $32.00** **(AE) $24.00** **(AF) $28.00** **(AG) $30.00**
021	10		Per anions (CI - chloride, SO4 - sulfate) in soil or water **Per anion; Anion will be analyzed by 300.**	**(AA) $10.50** **(AB) $10.50** **(AC) $15.00** **(AD) $35.00** **(AE) $10.00** **(AF) $12.00** **(AG) $15.00**

Item	Approx Qty	Unit	Article and Description	Unit Price
022	10		RCRA 8 metals in soil	**(AA) $101.50**
				(AB) $101.50
				(AC) $90.00
				(AD) $75.00
				(AE) $62.00
			RCRA metals will be analyzed by 6020 and 7471.	**(AF) $60.00**
				(AG) $115.00
023	10		8 RCRA metals in grease, oil	**(AA) $101.50**
				(AB) $101.50
				(AC) $90.00
				(AD) $75.00
				(AE) $62.00
			RCRA metals will be analyzed by 6020 and 7471.	**(AF) $80.00**
				(AG) $150.00
024	10		Asbestos (solid)	**(AA) $50.00**
				(AB) $50.00
				(AC) $20.00
				(AD) $22.00
				(AE) $40.00
			Asbestos will be analyzed by 600/ R-93/116	**(AF) $10.00**
				(AG) $20.00
025	10		Asbestos (air)	**(AA) $50.00**
				(AB) $50.00
				(AC) $100.00
				(AD) $18.00
				(AE) $40.00
			Asbestos will be analyzed by NIOSH 7400	**(AF) $15.00**
026	10		Asbestos (water) - drinking water certified	**(AA) $150.00**
				(AB) $150.00
				(AC) $140.00
			Sub to EMSL: EPA method 100.1 for 10 BD TAT	**(AD) $150.00**
			Sub to EMSL: EPA method 100.2 for 10 BD TAT	**(AD) $220.00**
				(AE) $60.00
			Asbestos will be analyzed by 600/R-93/116	**(AF) $10.00**
027	%		Discount for 10+ samples per delivery	**(AA) 10%**
				(AB) 10%
				(AC) 10%
				(AD) 10%
				(AE) 10%
				(AF) 5%
				(AG) 10%

Item	Approx Qty	Unit	Article and Description	Unit Price
028	%		Discount on list price for all other analytes **(See attached price lists)** **10+ samples**	**(AA) 30%** **(AB) 30%** **(AC) 5%** **(AD) 10%** **(AE) 35%** **(AF) 20%** **(AG) 5%**

(AD) General rush pricing (dependent on lab availability) 1-2 day 100%; 3-5 day 50%; 6-9 day 25%.

(AE) Return shipping will be charged for invoices <$750.

(AF) *If filtration is performed in laboratory, there will be an additional $10 surcharge. XENCO does not have the capabilities to pick up samples. Pricing includes inbound and outbound shipping costs for samples under the following conditions:

1. For inbound shipments: laboratory will incur costs for standard overnight deliveries, except in instances identified in advance where sample integrity would be jeopardized (e.g., holding time expiring, rush TAT, etc.) for which the laboratory will incur costs for priority shipping. The State of New Mexico will be responsible for all priority shipments not identified and communicated in advance of shipping to the laboratory.
2. For outbound shipping: laboratory will incur costs for ground shipments (allow at least one week for bottle order preparation & shipping). The State of New Mexico will be responsible for all priority shipping of bottle orders from the laboratory.

28 Items Total

HALL
Environmental Analysis Laboratory, Inc.

www.hallenvironmental.com

2011 FEE SCHEDULE OF ANALYTICAL SERVICES

ACCREDITED IN ACCORDANCE WITH nelac

Albuquerque, NM
4901 Hawkins NE
Albuquerque, NM 87109
(505) 345-3975
Fax: (505) 345-4107
1-888-546-0509
www.hallenvironmental.com

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420.3	Total Phenolics	10
180.1	Turbidity	10
120.1	Electrical Conductivity	10
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SM 4500 CN E	Cyanide	10
	Additional Inorganics	10

Volatiles and TPH Combined Methods

Method Number(s)	Parameter/ Analyte	Unit Cost Aqueous/Soil	Unit Cost Air	Method Details See Page
8021B/8015B	BTEX/MTBE/TMBs/Gasoline	$60	$75	17
8021B/8015B	BTEX/MTBE/TMBs/Gasoline/Diesel	$110	-	17
8260B/8015B	BTEX/MTBE/TMBs/EDC/Gasoline	$90	$100	16, 17
8260B/8015B	BTEX/MTBE/TMBs/EDC/EDB/Gasoline	$110	$120	16, 17
8260B/504.1/8015B	BTEX/MTBE/TMBs/EDC/EDB/Gasoline	$140	-	16, 17

EPA Approved Methods for Volatile Organics

Method Number(s)	Parameter/ Analyte	Unit Cost Aqueous/Soil	Unit Cost Air	Method Details See Page
8021B	BTEX/MTBE/TMBs	$50	$60	17
8260B	GC/MS Full List - Includes Naphthalene and Monomethyl Naphthalenes	$120	$130	16
8260B	BTEX/MTBE/TMBs/EDC	$75	$85	16
8260B	BTEX/MTBE/TMBs/EDC/EDB	$85	$95	16
504.1	EDB/DBCP	$45	-	16
8260B	Acrolein and Acrylonitrile	$90	-	12

EPA Approved Methods for TPH (Total Petroleum Hydrocarbons)

Method Number(s)	Parameter/ Analyte	Unit Cost Aqueous/Soil	Unit Cost Air	Method Details See Page
8015B	Gasoline Range Organics (GRO)	$45	$50	17
8015B	Diesel Range Organics (DRO)	$45	-	17
8015B	Gasoline and Diesel Range Organics	$90	-	17
8015AZ	Arizona DRO and MRO	$50	-	11
418.1	Total Petroleum Hydrocarbons	$80/$65	-	18
413.2	Oil and Grease	$80/$60	-	13

note: For soil methanol kits and % moisture, add $10.

EPA Approved Methods for SemiVolatile Organics

Method Number(s)	Parameter/ Analyte	Unit Cost Aqueous/Soil	Method Details See Page
8310	Polynuclear Aromatic Hydrocarbons (PAH)	$150	19
8270	Mass Spec Semivolatiles	$300	18
8270*	Mass Spec Semivolatiles SIMS (PAH)	$150	12
8081	Chlorinated Pesticides	$130	19
8082	Polychlorinated Biphenyls (PCB's)	$85	19
8082	PCB's (oil)	$60	-
8081/8082	Chlorinated Pesticides and PCBs	$150	19
8151	Chlorinated Acid Herbicides	$250	21
8330	Explosives	$250	12

*** For PAH analysis look to method 8310 for better detection levels.**

note: 8270 GC MS/MS available for in-house analysis. Call for quote.

Other Organics

Method Number(s)	Parameter/ Analyte	Unit Cost Aqueous/Soil	Method Details See Page
415.1	Total Organic Carbon (TOC) Aqueous	$35	13
9020	Total Organic Halogens (TOX)	$100	13
420.3	Phenolics (Aqueous)	$80	23
8315	Formaldehyde	$100/$140	12
ASTM D2982 mod.	Ethylene Glycol (Aqueous)	$80	12
625	2,3,7,8-TCDD Dioxin Screen	$120	12

Special Analyses

Parameter/ Analyte		Unit Cost Aqueous/Soil	Method Details See Page
Complete TCLP	Includes extraction and analysis	$900	24 & 25
Complete TCLP	Less pesticides and herbicides	$700	
TCLP Metals only	As, Ba, Cd, Cr, Pb, Hg, Se, Ag	$200	
TCLP Volatiles only		$200	
TCLP Semi Volatiles only		$380	
Table 1 List (Landfill parameters)		$1,007	
Priority Pollutant List		$1,170	
SPLP		Same as TCLP fees	

Metals

Description	Method Number(s)	Unit Cost
Individual Metals (ICP)	6010/200.7	First metal $30 each additional metal $12.
Individual Metals (ICPMS)	6020/200.8	First metal $30 each additional metal $15.
Mercury (Hg) Total by Cold Vapor	7470, 7471, 245.2	$30
RCRA 8 Metals	6010/6020/7470	$110
TCLP RCRA 8 Metals	1311/6010/7470	$190
WQCC metals (Sec. A & B)	6010/6020/7470	$150
Landfill (Table 1) metals	6010/6020/7470	$290
Landfill (Table 2) metals	6010/6020/7470	$190
Priority Pollutant List metals	6010/6020/7470	$150
Safe Drinking Water Act List metals	6010/6020/7470	$120
NMED List metals	6010/6020/7470	$190
Target Analyte List (TAL) metals	6010/6020/7470	$250
NM Drinking Water Metals	200.7/200.8/245.2	$200
Mercury (Hg) Ultra Low Level	1631	$150
Hexavalent Chromium	A 3500 Cr D	$70
Arsenic Speciation (III and V)	A 3114B Mod.	$70
Selenium Speciation (IV and VI)	A 3114B Mod.	$70

** see page 16 for the complete list of metals.

Biological Testing

Parameter/ Analyte	Method Number(s)	Unit Cost Aqueous
Coliforms, Total	SM 9223B	$41
Coliforms, Fecal	SM 9222D	$48
Hetertrophic Plate Count	SM 9215D	$48

Soil Geotechnical Properties

Parameter/ Analyte	Method Number(s)	Unit Cost Soil
Fraction Organic Carbon	ASTM 2974	$60
Fraction Organic Carbon	Walkley Black Method	$60
Specific Gravity	ASTM Method D2937-94	$50
Moisture Content	ASTM D2216-92	$10
Bulk Density	ASTM Method D2937-94	$40
Dry Sieve Analysis	ASTM D422-63	$50
Wet Sieve Analysis	ASTM D422-63	$170
Hydraulic Conductivity		$140

* For projects encompassing large numbers of samples, project discounts are available.

Radiochemistry

Description	Method Number(s)	Unit Cost
Gross Alpha Radioactivity	E900.0	$60
Gross Beta Radioactivity	E900.0	$60
Gross Alpha and Beta Radioactivity	E900.0	$100
^{226} Radium (alpha emitting isotopes)	E903.0	$90
^{228} Radium	E904.0	$90
Radium 226 and 228	E903.0/E904.0	$180
Isotopic Thorium (^{228}Th, ^{230}Th, ^{232}Th)	E907.0	$120
Isotopic Uranium (^{234}U, ^{235}U, ^{238}U)	E907.0	$100
^{210} Polonium	RMO-3008	$90
^{222} Radon	ASTM D5072-92	$60
Radioactive Strontium	E905.0	$110
Tritium	E906.9	$85

Physical Characteristics

Parameter/ Analyte	Method Number(s)	Unit Cost
Reactivity, reactive cyanide and sulfide	Sec 7.3.3.2 & 7.3.4.1 SW 846	$110
Corrosivity, pH	SM 4500 H+ B	$10
Ignitability, flashpoint	1010	$50
Paint Filter Test	9095	$20

Dissolved Gases in Water

Parameter/ Analyte	Method Number(s)	Unit Cost
Ethane, Methane, Ethene	RSK 175	$75
Hydrogen (low level)	RSK 175 (mod)	$300

Air Analysis

Parameter/ Analyte	Method Number(s)	Unit Cost
Natural Gas Analysis	GPA 2261	$85
Volatiles (air bag)	8260B	$130
Volatiles (summa cannister)	TO-15	$425
Metals (in air)	6010/6020	call for pricing

note: Add $10 per sample for any tests using tedlar airbags.

* For projects encompassing large numbers of samples, project discounts are available.

Drinking Water - Volatile Analyses

Description	Method Number(s)	Unit Cost
VOCs (Regulated and Unregulated)	524.2	$150
Total Trihalomethanes (TTHM)	524.2	$100
Single Volatile Compound	524.2	$90

Drinking Water - Synthetic Organic Analyses

Description	Method Number(s)	Unit Cost
Carbamates	531.1	$160
Diquat	549.2	$140
Endothall	548.1	$135
Glyphosate	547	$135
EDB/DBCP	504.1	$45
Herbicides	515.3	$185
Semivolatiles - NM list	525.2	$300
Chlorinated Pesticides/PCBs	505	$160
Full SOC Analysis	See above	$1,100
Total Organic Carbon (TOC)	SM 5310 B	$35
2,3,7,8 TCDD	8290	$400
NM Drinking Water Metals list	200.7/200.8/245.1	$200
NM Secondary Inorganics List	Various	$300
Cyanide	335.4	$40

Biological Testing

Parameter/ Analyte	Method Number(s)	Unit Cost Aqueous
Coliforms, Total	SM 9223B	$41
Coliforms, Fecal	SM 9222D	$48

Disinfectant Byproducts

Parameter/ Analyte	Method Number(s)	Unit Cost Aqueous
Haloacetic Acid (HAA5)	552.1	$165
Total Trihalomethanes (TTHM)	524.2	$100
Bromate/Chlorite		Call for Quote
Chlorine/Chloramines/Chlorine Dioxide		Call for Quote

* For projects encompassing large numbers of samples, project discounts are available.

INORGANICS

Parameter/ Analyte	Method Number(s) Aqueous	Soil	Unit Cost Aqueous	Unit Cost Soil
Acidity	SM 2310	N/A	$20.00	N/A
Alkalinity	SM 2320 B	N/A	$20.00	N/A
Anion Special (F, Cl, Br, NO_2, NO_3, PO_4, SO_4)	300.0	300.0	$90.00	$100.00
Biochemical Oxygen Demand(BOD)	SM 5210 B	N/A	$55.00	N/A
Bromide	300.0	300.0	$25.00	$25.00
Cation/Anion Balance (Ca, Mg, Na, K, Alk, F, Cl, Br PO_4, NO_3, NO_2,SO_4, eC, TDS)	6010 SM 2320 B, 300.0 120.1, SM 2540 C	N/A	$145.00	N/A
Chemical Oxygen Demand (COD)	410 modified	N/A	$35.00	N/A
Chloride	300.0	300.0	$25.00	$25.00
Chlorine (Residual)	SM 4500-Cl B	N/A	$25.00	N/A
Cyanide	335.3	335.2	$40.00	$40.00
Electrical Conductivity (eC)	120.1	N/A	$25.00	$25.00
Fluoride	300.0	300.0	$25.00	$25.00
Iron, Ferrous	SM 3500 Fe^{2+}	N/A	$20.00	N/A
Nitrogen, Ammonia-N	SM 4500 NH3	350.3	$20.00	$20.00
Nitrate-N/Nitrite-N	300.0	300.0	$25.00	$35.00
Nitrate-N	300.0	300.0	$25.00	$25.00
Nitrite-N	300.0	300.0	$25.00	$25.00
Total Kjeldhal (TKN)	SM 4500 Norg C	351.2	$35.00	$35.00
pH	SM 4500 H+ B	9045	$10.00	$15.00
Phosphate, Ortho	300.0	300.0	$25.00	$25.00
Resistivity	N/A	BOS	N/A	$25.00
Salinity (calculated from eC)	calc	N/A	$20.00	N/A
Sulfate	300.0	300.0	$25.00	$25.00
Sulfide, Methylene Blue	SM 4500S_2 F	N/A	$20.00	N/A
Total Dissolved Solids (TDS)	SM 2540 C modified	N/A	$20.00	N/A
Total Dissolved Solids (TDS) level 4	SM 2540 C	N/A	$25.00	N/A
Total Suspended Solids (TSS)	SM 2540 D	N/A	$20.00	N/A
Turbidity	180.1	N/A	$15.00	N/A

* For projects encompassing large numbers of samples, project discounts are available.

Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor Various Vendors of Laboratory Services

3 Complete information requested ☐ Plus GRT ☑ Inclusive of GRT

Original Contract Amount: $280,000.00

Termination Date: May 10, 2013

☑ Approved by BDDB Date: _____

☐ or by Project Manager Date: _____

Contract is for: Water Quality Laboratory Testing Services

Amendment # NA to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by BDDB Date: _____

☐ or by Facilities Manager Date: _____

Amendment is for:

---

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 280,000.00 of original Contract# 10-805-00-06786 Termination Date 05/10/2013

Reason: Laboratory Testing Services

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ _____

Buckman Direct Diversion Board
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other State of New Mexico State Price Agreement 10-805-00-06786

6 **Procurement History:** NA
example: (First year of 4 year contract)

7 **Funding Source:** BDD FY 2012-13 Budget **BU/Line Item:** 7280000.51

8 **Any out-of-the ordinary or unusual issues or concerns:**
none
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** Robert Mulvey

Phone # 955-4502

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:
See attached BDD Board Memo,