




Date: March 24, 2025

To: Mayor Alan Webber and Governing Body April 30, 2025
Finance Committee April 28, 2025
Public Works & Public Utilities April 21, 2025

Via: Debora Trujillo, Environmental Interim Division Director ^{DT}
Jesse Roach, Interim Public Utilities Department Director _{JR}

From: Sandra Gabaldon, Environmental Compliance Specialist _{SG}

Subject: RFP 25047 For Closed Landfill Management

Vendor Name: INTERA Inc.

Vendor Number: 1038

ITEM AND ISSUE:

The Public Utilities Department respectfully requests your review and approval of a four-year Professional Service Agreement to provide Regulatory Groundwater Monitoring, Soil Vapor Monitoring and other Environmental and Engineering Services for Frank Ortiz Park Landfill in the total additional amount of \$1,298,250. (Debora Trujillo, Environmental Interim Division Director (505) 955-2241).

BACKGROUND AND SUMMARY:

On January 24, 2025, the city advertised the request for proposal RFP25047 for Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites.

The City of Santa Fe owns two closed landfills. The Paseo de Vistas Landfill closed under the federal Resource Conservation and Recovery Act (RCRA) in the 1990's and is overseen by the NMED Solid Waste Bureau (SWB) according to its' Landfill Closure Plan filed by the city. The Frank Ortiz disposal site was closed before the Paseo landfill and is now the Frank Ortiz Dog Park. It is not regulated under RCRA and is overseen by the NMED Ground Water Bureau (GWQB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both locations must comply with the required quarterly and semi-annual monitoring, as specified by their closure plans.

The City of Santa Fe received notice from (NMED), (GWQB), of requirements in accordance with subsection 411.B of the New Mexico Ground and Surface Water Protection Regulations (20.6.2), and are requiring a modification to the current State 1 Abatement Plan, to include ascertain of potential vapor pathways exist, expansion of up-gradient well monitoring, expand on dioxane tested, and installation of one additional ground water well down gradient, to include both water and gases.

PROCUREMENT METHOD:

The procurement method was Request for proposal, RFP25047

CONTRACT NUMBER:

The FY25 Munis contract number is 3250469

Fund Name/Number: Environmental Services Enterprise Fund 510

Munis Org Name/Number: Admin/Operations 5100331

Munis Object Name/Number: Professional Contracts /510300

Budget Officer Approval: Andy Hopkins Date: 04/10/2025

Comment/Exceptions: _____

Chief Procurement Officer Approval: [Signature] Date: 04/10/2025

Comment/Exceptions: 13-1-111

Grant Yes | No

Grant #: N/A

Grant Manager/Accounting Officer Approval: N/A Date: _____

Comment/Exceptions: _____

Project Yes | No

Project Ledger #: N/A

CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000

Yes | No

Asset # (if known): N/a

Repair or Replacement of Existing Equipment:

Yes | No

~If yes -> Repair | Replacement

Please explain: N/A

Capital Project:

(New and improvement projects that are going to cost \$10,000 or more)

Yes | No

Anticipated length of project: N/A

Asset Manager Approval: N/A Date: _____

Comment/Exceptions: _____

Was this service deemed construction: Yes | No

~If yes, does this expenditure exceed \$25,000? Yes | No

~If yes, did you obtain the appropriate bond? Yes | No

~Performance and Payment & Labor - NMSA 1978, Section 13-4-18

Department Approvals:

IT Components: Yes | No

Vehicles: Yes | No

Facilities, Furniture, Fixtures, Equipment: Yes | No

Approval: N/A **Title:** _____ **Date:** _____

Approval: N/A **Title:** _____ **Date:** _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: Linda MacAllister

ATTACHMENTS:

Quote

Certificate of Liability Insurance

Prof Serv Contract

Horizon

Determination from Travis

CITY OF SANTA FE
PROFESSIONAL SERVICES CONTRACT

THIS CONTRACT is made and entered into by and between the City of Santa Fe, New Mexico, hereinafter referred to as the “City,” and INTERA Incorporated hereinafter referred to as the “Contractor,” and is effective as of the date set forth below upon which it is executed by the Parties.

RECITALS

WHEREAS, the Chief Procurement Officer of the City has made the determination that this Agreement is in accordance with the provisions of the New Mexico Procurement Code (NMSA 1978, 13-1-28 et seq.) pursuant to **NMSA 1978, Section 13-1-111, RFP**

and

WHEREAS the Contractor is one of such requisite and qualifications and is willing to engage with the City for professional services, in accordance with the terms and conditions hereinafter set out, and the Contractor understanding and consenting to the foregoing is willing to render such professional services as outlined in the Agreement; and

The City and the Contractor hereby agree as follows:

1. Scope of Work

The Contractor shall provide the following services-for the City:

A. DESCRIPTION

Environmental and engineering services, and quarterly inspections for the purposes of landfill inspection, as provided in the city landfill Closure Plan or mandated by the regulators, and investigation and monitoring at the former Ortiz Disposal Site and the Paseo de Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department Ground Water Quality Bureau. The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau Solid Waste Management Regulations. The described work plans will guide but are not limited to the following activities. The regulators may reduce requirements or add additional requirements for managing both closed landfills.

B. FRANK ORTIZ LANDFILL

1. Continued Stage 1 Abatement Plan Investigation – Ortiz Disposal Site

The contractor will implement the amended work plan approved by the New Mexico Environment Department, as included in the Sampling and Analysis and Quality Assurance Project Plan Waste and Vadose Zone Characterization Revision 3.0 dated November 6, 2019, and Stage 1 Abatement Plan Modification Surface Emissions Monitoring Activities dated September 23, 2021 (both attached). These work plans will guide, but are not limited to, the following activities:

2. Installation of one groundwater monitoring well (Ortiz Park-5) upgradient of the Former Frank Ortiz Landfill (LF) Site in the northeastern portion of the current Ortiz LF Dog Park. The proposed well location is shown in Figure 1. This monitoring well will be completed as a 4-inch nominal polyvinyl chloride (PVC) permanent groundwater monitoring well with approximately 30 feet (ft) of saturated screen (10 ft below the interpreted water table and 20 ft above).

3. Complete a groundwater gauging event in which depth to water is gauged at the five Ortiz LF groundwater monitoring wells, and Conduct an initial groundwater monitoring event collecting groundwater samples from all groundwater monitoring wells (5 total groundwater monitoring wells) and analyzing for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and (it is anticipated this initial groundwater monitoring event will be conducted concurrently with the semi-annual groundwater monitoring event and the groundwater data will be included as part of this semi-annual report deliverable).

4. Submit a schedule to complete all proposed field activities at Ortiz LF. The installation of a single groundwater monitoring well shall be conducted in Year 1 of the proposed schedule. The Additional Site Investigation Report, to be completed following the installation of the groundwater monitoring well shall also be completed in Year 1 of the proposed schedule. The ongoing long-term monitoring activities shall also be completed in Year 1, Year 2, Year 3, and Year 4.

5. Submit to the City of Santa Fe and NMED after the completion of the installation of monitoring well Ortiz Park-5. A summary report will be submitted upon completion of the monitoring well installation and development. The report will summarize field activities, include monitoring well construction diagrams, field measurements, and laboratory analytical results (if determined necessary during boring advancement) associated with the installation of a new groundwater monitoring well at the Site.

6. The Additional Site Investigation report will be used to update the existing Stage 1 Abatement Plan(SIAP). The SIAP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor monitoring activities required by NMED to be conducted at the Site.

7. Provide an editable electronic version of draft reports level notification and monitoring report three weeks prior to the deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

8. Provide four hard copies and an electronic version of each report, distribution as follows:

- a) 2 copies, City of Santa Fe, Environmental Services Division Director
- b) NMED SWB, Attention Erica Gordan
- c) NMED GWQB, Attention Kate Herrell

C. PASEO DE VISTA LANDFILL:

1. Implement the approved Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa

Fe, Santa Fe County, New Mexico dated August 13, 2018 (updated 9/2018, 6/2018, and 9/2020), as approved by the NMED Solid Waste Bureau (attached). The Remediation Plan includes, but is not limited to, the following activities:

2. Conduct two ground water monitoring events per year (semi-annual) at Paseo de Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and provide water depth only in Ortiz Park Well #1;
3. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C (Next event in 2026).
4. Provide power source capable of powering ½ and ¾ Horsepower Motor control boxes. The city will provide all control boxes.
5. Provide a water level reading on each of the wells.

In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

D. HEALTH CHECK MAINTENANCE OF METEOROLOGIC STATION

Provide periodic maintenance /health checks of the Buckman Road Transfer Station meteorologic station to include stabilization, repair and maintenance due to storm or extreme weather events.

E. MONITORING REQUIREMENT FOR BOTH LANDFILLS:

1. Long Term Monitoring – Both Landfills Methane/landfill gas monitoring activities, soil vapor monitoring, surface emissions and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill simultaneously. Landfill gas/methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis.

2. Methane monitoring will consist of collecting readings from all soil vapor probes at both the Paseo De Vista Landfill (24 locations) and the Former Frank Ortiz Landfill (8 locations), as well as within and around the buildings which comprise the Buckman Road Recycling & Transfer Station complex (16 points). The methane monitoring events will also include the collection of concentrations (in % by volume in air) of carbon dioxide, oxygen, and the remaining “balance” of gases, together with methane accounting for the landfill gas composition at these sites. Also, six additional methane monitoring events will be performed after precipitation events greater than or equal to 1.0-inch of precipitation as measured at the Buckman Road Transfer Station meteorologic station, located immediately northwest of the Paseo de Vista Landfill (installed in 2019). Methane monitoring will occur two to four weeks after 1.0-inch or greater precipitation. If two or more 1.0 inch or greater precipitation events occur in a two-week period, monitoring is to be performed two to four weeks after the last precipitation event. The 1.0-inch trigger value is on the low end of “typical” storms on record during the rainy months in the Santa Fe region and has been approved by NMED Solid Waste Bureau as a trigger event rainfall amount. The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 1.0-inch or greater precipitation timeframe, as described above.

3. Ground Water Monitoring pursuant to Solid Waste Management Regulations (SWMR) requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3) were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and the former Ortiz Landfill (Ortiz Park-1, Ortiz Park-2, Ortiz Park-3, Ortiz Park-4, and Ortiz Park-5 [to be installed in Year 1]), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to the requirements of the SWMR. In accordance with the closure plan, the Contractor will provide these general services to the City of Santa Fe.

4. Monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to include VOCs, primary mineral ions, metals, and radiological parameters.

5. Ground water sampling according to EPA Methods for applicable testing parameters. A trip blank will be tested for each sampling event. Ground water monitoring wells with monitoring plan requirements for samples collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7, and MW-8 at the Paseo de Vista Landfill and Ortiz Park-1 at the former Ortiz Landfill. Three existing ground water monitoring wells (Ortiz Park-2, Ortiz Park-3, and Ortiz Park-4) and one proposed ground water monitoring well (Ortiz Park-5) with monitoring plan requirements for sample collection and analysis require bailing via a dedicated, disposable bailer.

6. Be responsible for analytical laboratory testing of samples, according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test for the Paseo de Vista Landfill was completed on 05/27/2021.

7. Conduct settlement benchmark installation and initial survey have been completed and will need to be resurveyed on an annual basis and an annual survey will be submitted to the City and NMED (beginning in calendar year 2024). A brief settlement benchmark survey report will be prepared by the contractor within four weeks of receipt of each annual event's survey data are received and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

8. Methane Monitoring Report, the results of each of 16 routine quarterly landfill gas/methane monitoring events will be summarized in letter reports and submitted to NMED. Generate a landfill gas/methane monitoring report including the following information:

1. Executive Summary:

- a) Introduction
 - b) Monitoring Methods and Procedures
 - c) Landfill Gas/Methane Monitoring Results
 - d) Laboratory Analysis (if applicable)
 - e) Assessment monitoring levels
 - f) Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
- a) Cumulative monitoring data per well per event
 - b) Laboratory Analytical data (if applicable)
 - c) Figures including:
 - d) Map of the Landfill(s)
 - e) Methane concentration map
 - f) Appendices including:
 - g) Laboratory reports and chain of custody documents
 - h) Methane monitoring field notes
 - i) Ground Water Monitoring Report Requirements
3. For each of the eight semiannual groundwater monitoring events, the contractor will generate a groundwater monitoring report including the following information:
- a) Introduction
 - b) Geo-hydrologic conditions
 - c) Current investigation
 - d) Water level, gradient and trend
 - e) Groundwater flow velocity estimate
 - f) Groundwater sampling and analysis
 - g) Summary of groundwater quality data
 - h) Organic constituents
 - i) Metal constituents
 - j) Other inorganic constituents
 - k) Proposed background and assessment monitoring level concentrations
 - l) Assessment monitoring levels
 - m) Conclusion and references.
4. Provide the following information for each monitoring well in the network, the contractor shall include the following information:
- a) Cumulative water level data
 - b) Organic water quality data
 - c) Inorganic water quality data
 - d) Calculated groundwater flow velocity
 - e) Figures including:
 - f) Map of the Landfill(s)
 - g) Water table map
 - h) Groundwater quality summary map

- i) Nitrate concentrations.
- j) Appendices including:
- k) Water level hydrographs on all monitoring wells
- l) Laboratory reports for water quality analyses
- m) Groundwater sampling field notes and chain of custody documents.

5. The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

6. Report Delivery and Submission

The contractor must provide an editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data.

The contractor must provide four hard copies and electronic version of each groundwater monitoring report, distribution as follows:

Environmental Service Director (two copies) currently Shirlene Sitton
NMED SWB – Attention: currently Erica Gordan
NMED GWQB – Attention: currently Justin Ball

2. Standard of Performance; Licenses

A. The Contractor does hereby accept its designation as a professional service, rendering services related to engineering, monitoring and reporting for the City, as set forth in this Agreement. The Contractor represents that Contractor possesses the personnel, experience, and knowledge necessary to perform the services described under this Contract.

B. The Contractor agrees to obtain and maintain throughout the term of this Contract, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

3. Compensation

A. The City shall pay to the Contractor in full payment for services satisfactorily performed based upon deliverables, such compensation not to exceed one million two hundred thousand dollars (\$1,200,000), excluding gross receipts tax. The New Mexico gross receipts tax levied on the amounts payable under this Contract total ninety-eight thousand two hundred and fifty dollars (\$98,250). The total amount of one million two hundred ninety-eight thousand two hundred fifty dollars (\$1,298,250) shall be paid by the City to the Contractor. **The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed one million two hundred ninety-eight thousand two hundred fifty dollars (\$1,298,250). This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Contract shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the City when the services provided under this Contract reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total**

compensation amount without this Contract being amended in writing prior to those services in excess of the total compensation amount being provided.

B. Payment is subject to availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than thirty (30) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.

C. Payment in future fiscal years is subject to the availability of funds pursuant to the Appropriations Paragraph set forth below and to any negotiations between the parties from year to year pursuant to Paragraph 1, Scope of Work, and to approval by the City. All invoices MUST BE received by the City no later than fifteen (15) days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date WILL NOT BE PAID.)

D. Contractor must submit a detailed statement accounting for all services performed and expenses incurred. If the City finds that the services are not acceptable, within thirty days after the date of receipt of written notice from the Contractor that payment is requested, it shall provide the Contractor with a letter of exception explaining the defect or objection to the services and outlining steps the Contractor may take to provide remedial action. Upon certification by the City that the services have been received and accepted, payment shall be tendered to the Contractor within thirty days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked.

E. If the City fails to pay the contractor within twenty-one days after receipt of an undisputed request for payment, the City shall pay interest to the contractor beginning on the twenty-second day after payment was due, computed at one and one-half percent of the undisputed amount per month or fraction of a month until the payment is issued. If the City receives an improperly completed invoice, the City shall notify the sender of the invoice within seven days of receipt in what way the invoice is improperly completed, and the owner has no further duty to pay the improperly completed invoice until it is resubmitted as complete.

4. Term

THIS CONTRACT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Contract shall terminate four (4) years from date of final signature unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations).

5. Termination

A. Grounds. The City may terminate this Agreement for convenience or cause. For contracts within their authority, the City Manager or their designee is authorized to provide the notice of termination, otherwise such notice of termination shall be provided by the Mayor or their designee as authorized by the Governing Body. The Contractor may only terminate this Agreement based upon the City's uncured, material breach of this Agreement.

B. Notice; City Opportunity to Cure.

1) The City shall give Contractor written notice of termination at least thirty (30) days prior to the intended date of termination.

2) Contractor shall give City written notice of termination at least thirty (30) days prior to the intended date of termination, which notice shall (i) identify all the City's material breaches of this Agreement upon which the termination is based and (ii) state what the City must do to cure

such material breaches. Contractor's notice of termination shall only be effective (i) if the City does not cure all material breaches within the thirty (30) day notice period or (ii) in the case of material breaches that cannot be cured within thirty (30) days, the City does not, within the thirty (30) day notice period, notify the Contractor of its intent to cure and begin with due diligence to cure the material breach.

3) Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor (i) if the Contractor becomes unable to perform the services contracted for, as determined by the City; (ii) if, during the term of this Agreement, the Contractor is suspended or debarred by the City; or (iii) the Agreement is terminated pursuant to Paragraph 6, "Appropriations", of this Agreement.

C. Liability. Except as otherwise expressly allowed or provided under this Agreement, the City's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Agreement. The Contractor shall submit an invoice for such work within thirty (30) days of receiving or sending the notice of termination. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE CITY'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE CONTRACTOR'S DEFAULT/BREACH OF THIS AGREEMENT.*

6. Appropriations

The terms of this Contract are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Contract. If sufficient appropriations and authorization are not made by the Governing Body, this Contract shall terminate immediately upon written notice being given by the City to the Contractor. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the City proposes an amendment to the Contract to unilaterally reduce funding, the Contractor shall have the option to terminate the Contract or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.

7. Status of Contractor

The Contractor and its agents and employees are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Contract. The Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. The Contractor agrees not to purport to bind the City unless the Contractor has express written authority to do so, and then only within the strict limits of that authority.

8. Assignment

The Contractor shall not assign or transfer any interest in this Contract or assign any claims for money due or to become due under this Contract without the prior written approval of the City.

9. Subcontracting

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Contract, nor shall any subcontract obligate direct payment from the City.

10. Release

Final payment of the amounts due under this Contract shall operate as a release of the City, its officers and employees from all liabilities, claims and obligations whatsoever arising from or under this Contract.

11. Confidentiality

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

12. Product of Service -- Copyright

All materials developed or acquired by the Contractor under this Contract shall become the property of the City and shall be delivered to the City no later than the termination date of this Contract. Nothing developed or produced, in whole or in part, by the Contractor under this Contract shall be the subject of an application for copyright or other claim of City ship by or on behalf of the Contractor.

13. Conflict of Interest; Governmental Conduct Act

A. The Contractor represents and warrants that it presently has no interest and, during the term of this Contract, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Contract.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Contract, will continue to comply with, and that this Contract complies with all applicable provisions of the Governmental Conduct Act, Chapter 10, Article 16 NMSA 1978.

C. Contractor's representations and warranties in Paragraphs A and B of this Article 12 are material representations of fact upon which the City relied when this Contract was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Contract, Contractor learns that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances. If it is later determined that Contractor's representations and warranties in Paragraphs A and B of this Article 12 were erroneous on the effective date of this Contract or have become erroneous by reason of new or changed circumstances, in addition to other remedies available to the City and notwithstanding anything in the Contract to the contrary, the City may immediately terminate the Contract.

D. All terms defined in the Governmental Conduct Act have the same meaning in this section.

14. Amendment

A. This Agreement shall not be altered, changed, or amended except by instrument in writing executed by the parties hereto and all other required signatories.

B. If the City proposes an amendment to the Contract to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Contract, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

15. Entire Agreement.

This Agreement, together with any other documents incorporated herein by reference and all related Exhibits and Schedules constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to the subject matter. In the event of any inconsistency between the statements in the body of this Agreement, and the related Exhibits and Schedules, the statements in the body of this Agreement shall control.

16. Merger

This Contract incorporates all the Agreements, covenants and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written contract. All terms and conditions of the RFP # 25/32/P (Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites) and the Contractor's response to such document(s) are incorporated herein by reference and is included in the order of precedence.

No prior Agreement or understanding, oral or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Contract.

17. Penalties for violation of law

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

18. Equal Opportunity Compliance

The Contractor agrees to abide by all federal and state laws and rules and regulations, and Santa Fe City Code, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Contract. If Contractor is found not to be in compliance with these requirements during the life of this Contract, Contractor agrees to take appropriate steps to correct these deficiencies.

19. Applicable Law

The laws of the State of New Mexico shall govern this Contract, without giving effect to its choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, section 38-3-2. By execution of this Contract, Contractor acknowledges and agrees to the jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Contract.

20. Workers Compensation

The Contractor agrees to comply with state laws and rules applicable to workers compensation benefits for its employees. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Contract may be terminated by the City.

21. Professional Liability Insurance

Contractor shall maintain professional liability insurance throughout the term of this Contract providing a minimum coverage in the amount required under the New Mexico Tort Claims Act. The Contractor shall furnish

the City with proof of insurance of Contractor's compliance with the provisions of this section as a condition prior to performing services under this Contract.

22. Other Insurance

If the services contemplated under this Contract will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Contract, the following insurance coverage(s), naming the City as additional insured.

A. **Commercial General Liability** insurance shall be written on an occurrence basis and be as broad as ISO Form CG 00 01 with limits not less than \$2,000,000 per occurrence and \$2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Said policy shall include broad form Contractual Liability coverage and be endorsed to name the City of Santa Fe their officials, officers, employees, and agents as additional insureds.

B. **Business Automobile Liability** insurance for all owned, non-owned automobiles, with a combined single limit not less than \$1,000,000 per accident.

C. **Broader Coverage and Limits.** The insurance requirements under this Contract shall be the greater of (1) the minimum coverage and limits specified in this Contract, or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the Named Insured. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of this Contract are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Contract and name the City as an additional insured and provide for 30 days cancellation notice on any Certificate of Insurance form furnished by Contractor. Such certificate shall also specifically state the coverage provided under the policy is primary over any other valid and collectible insurance and provide a waiver of subrogation.

23. Records and Financial Audit

The Contractor shall maintain detailed time and expenditure records that indicate the date; time, nature and cost of services rendered during the Contract's term and effect and retain them for a period of three (3) years from the date of final payment under this Contract. The records shall be subject to inspection by the City. The City shall have the right to audit billings both before and after payment. Payment under this Contract shall not foreclose the right of the City to recover excessive or illegal payments.

24. Indemnification

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Contract, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, or if caused by the actions of any client of the Contractor resulting in injury or damage to persons or property during the time when the Contractor or any officer, agent, employee, servant or subcontractor thereof has or is performing services pursuant to this Contract. If any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Contract is brought against the Contractor, the Contractor shall, as soon as practicable but no later than two (2) days after it receives notice thereof, notify the legal counsel of the City.

25. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Contract is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et. seq. NMSA 1978, as amended. The City and its “public employees” as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and do not waive any limitation of liability pursuant to law. No provision in this Contract modifies or waives any provision of the New Mexico Tort Claims Act.

26. Invalid Term or Condition

If any term or condition of this Contract shall be held invalid or unenforceable, the remainder of this Contract shall not be affected and shall be valid and enforceable.

27. Enforcement of Contract

A party's failure to require strict performance of any provision of this Contract shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by a party of any of its rights under this Contract shall be effective unless express and in writing, and no effective waiver by a party of any of its rights shall be effective to waive any other rights.

28. Notices

Any notice required to be given to either party by this Contract shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the City: Environmental Services Division Director
1142 Siler Road
Santa Fe, NM 87507

To the Contractor: Joseph J. Tracy
Senior Vice President
INTERA Incorporated
200 Louisiana Blvd NE Suite 700
Albuquerque, NM 87110
jtracy@intera.com

29. Authority

If Contractor is other than a natural person, the individual(s) signing this Contract on behalf of Contractor represents and warrants that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor is necessary to enter a binding contract.

30. Non-Collusion

In signing this Agreement, the Contractor certifies the Contractor has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with this offer submitted to the City’s Chief Procurement Officer.

31. Default/Breach

In case of Default and/or Breach by the Contractor, for any reason whatsoever, the City may procure the goods or services from another source and hold the Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages, special damages, and the City may also seek all other remedies under the terms of this Agreement and under law or equity.

32. Equitable Remedies

The Contractor acknowledges that its failure to comply with any provision of this Agreement will cause the City irrevocable harm and that a remedy at law for such a failure would be an inadequate remedy for the City, and the Contractor consents to the City 's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. The City's rights to obtain equitable relief pursuant to this Agreement shall be in addition to, and not in lieu of, any other remedy that the City may have under applicable law, including, but not limited to, monetary damages.

33. Default and Force Majeure

The City reserves the right to cancel all, or any part of any orders placed under this Agreement without cost to the City, if the Contractor fails to meet the provisions of this Agreement and, except as otherwise provided herein, to hold the Contractor liable for any excess cost occasioned by the City due to the Contractor's default. The Contractor 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 Contractor; 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 City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery scheduled. The rights and remedies of the City provided in this Clause shall not be exclusive and are in addition to any other rights now being provided by law or under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the date of the signature by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

Alan Webber, CITY MAYOR

Joseph Tracy

Joseph Tracy, Senior Vice President

DATE: Mar 19, 2025

DATE: _____

CRS: 74-3110639

Registration: 257829

ATTEST:

CITY CLERK

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Mar 20, 2025 09:26 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

04/10/2025

FINANCE DIRECTOR

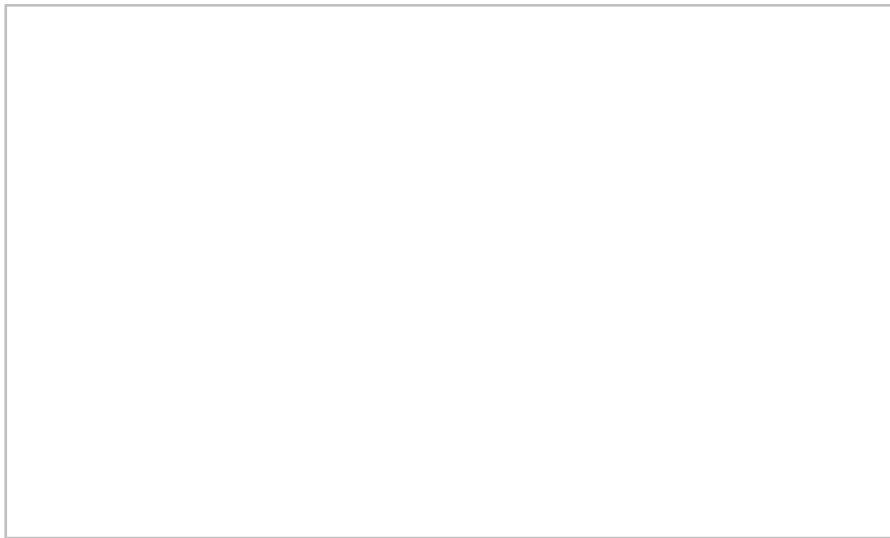
From: [DUTTON-LEYDA, TRAVIS K.](#)
To: [GARCIA, LAWRENCE M.](#)
Cc: [DUTTON-LEYDA, TRAVIS K.](#); [GUNTER, RAYMOND S.](#); [LOVATO, JOANN D.](#); [SANCHEZ, KATHY S.](#)
Subject: RE: Request for determination of the following scope of work - 24-35-P - Landfill Investigation and Monitoring
Date: Monday, September 25, 2023 11:23:37 AM
Attachments: [image001.png](#)
[image002.png](#)
[image003.gif](#)

Greetings,

Per CoSF Procurement Manual, VII. and NMSA 1978, Section 13-1-95.2, the CPO must provide determinations for all purchases for services.

The scope of work as written would be Professional Services. Please note this determination relates only to that question and is no comment on whether the scope of work or procurement method meet all legal standards. I reserve the right to change this determination if the scope of work differs from the scope of work submitted for the original determination. This procurement must be conducted using the processes and procedures set forth by the City of Santa Fe, Central Purchasing, and the Procurement Manual.

1. While this scope of work has been determined to be Professional Services, please check with WorkQuest dba Horizons of New Mexico (mloehman@horizonsofnewmexico.org). The scope of work must be offered to WorkQuest dba Horizons of New Mexico for their right of first refusal.
2. Please ensure that the appropriate templates and forms are used https://intranet.santafenm.gov/finance_1 and documented procedures/laws/rules are followed <https://nmonesource.com/nmos/nmsa/en/item/4378/index.do#!fragment/BQCwhgziBcwMYgK4DsDWszIQewE4BUBTADwBdoByCgSgBpltTCIBFRQ3AT0otokLC4EbDtyp8BQkAGU8pAELcASgFEAMioBqAQQBvAYRW1SYAEbRS2ONWpA>
3. When processing this procurement, please ensure that this number (**24-35-P**) and the procurement name are used in the appropriate documents and the subject of emails.
4. If you are processing a procurement where the forecasted amount is \geq \$60k, per NMSA 1978, Section 13-1-102, if you aren't using a cooperative or existing contract, you must process an RFP.
5. $<$ \$20k per year, one quote is acceptable.
6. From \$20k to \$60k per year, if you aren't using a cooperative or existing contract, you'll need to provide 3 quotes in your req.
7. Please keep this as part of the procurement file for future reference.
8. Figure out your funding source and **inform Purchasing**. To ensure that the proper documents and language are used, it is important to identify the funding source for the subsequent agreement. For instance, if federal funds are involved, the procurement request and subsequent contract must include the necessary federal language. Therefore, it is crucial to determine the funding source beforehand.



9. Please review the pages linked below to determine whether any of the existing agreements are applicable to this request. You might be able to use an existing agreement to save time and money.

- <https://www.generalservices.state.nm.us/state-purchasing/statewide-price-agreements/> (if you choose to use a Statewide, you do not need to ask Horizons if they can do the work. State Purchasing must offer the SOW to Horizons prior to placing the award on their website.)
- <https://naspo.valuepoint.org/categories/>
- <https://www.omniapartners.com/publicsector/contracts>
- <https://www.buyboard.com/home.aspx>
- <https://www.h-gac.com/Home>
- <https://www.gsaelibrary.gsa.gov/>
- <https://www.sourcewell-mn.gov/contract-search>
- <https://eprocurement.ces.org/public/bluebook.html#>

10. **##UPDATED##** Submit or send your request to the appropriate channel or email address:

- RFP requests to <https://teams.microsoft.com/l/channel/19%3ad63b9c8b586d424fa5eed34177146ac5%40thread.tacv2/RFP%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- ITB requests to <https://teams.microsoft.com/l/channel/19%3a48e1e4588c0440a09cfbd9b907ed42d4%40thread.tacv2/ITB%2520Requests?groupId=a367d8c2-992f-4c74-8e7d-0ccb6950c9a1&tenantId=77b69f5a-55ed-4363-8616-4867b0bc707f>
- Determination requests to purchasing_det@santafenm.gov
- And all other requests to purchasing@santafenm.gov

Thank you for submitting this scope of work for my review.

Regards,

Travis Dutton-Leyda
Chief Procurement Officer
City of Santa Fe
200 Lincoln Avenue
Santa Fe, NM 87501

505-629-8351

tkduttonleyda@santafenm.gov

<https://santafenm.gov/finance-2/purchasing-1>

PS:

City of Santa Fe, New Mexico



memo



Date: September 25, 2023

To: Travis Dutton-Leyda, Chief Procurement Officer

From: Lawrence Garcia, ESD Fleet Manager

Subject: Determination Request, 13-13-76

Public Utilities Department respectfully request determination by the City's Chief Procurement Officer (CPO), Travis Dutton-Leyda, for the following scope of work (SOW):

Scope of Work.

The Contractor shall perform Environmental and Engineering services, for the purposes of landfill investigation and monitoring at the former Ortiz Landfill and the Paseo de Vista Landfill. It is important to note that the Former Frank Ortiz Landfill is regulated under a Stage 1 Abatement Plan that is administered by the New Mexico Environment Department Ground Water Quality Bureau. The Paseo De Vista Landfill is regulated under NMED Solid Waste Bureau Solid Waste Management Regulations. The described work plans will guide but are not limited to the following activities. The regulators may reduce requirements or add additional requirements for managing both closed Landfills.

FRAN ORTIZ LANDFILL

A. Continued Stage 1 Abatement Plan Investigation – Ortiz LF

The contractor will implement the amended work plan approved by the New Mexico Environment Department, as included in the Sampling and Analysis and Quality Assurance Project Plan Waste and Vadose Zone Characterization Revision 3.0 dated November 6, 2019, and Stage 1 Abatement Plan Modification Surface Emissions Monitoring Activities dated September 23, 2021 (both attached). These work plans will guide, but are not limited to, the following activities:

1. Installation of one groundwater monitoring well (Ortiz Park-5) upgradient of the Former Frank Ortiz Landfill Site in the northeastern portion of the current Ortiz LF Dog Park. The proposed well location is shown on Figure 1. This monitoring well will be completed as a 4-inch nominal polyvinyl chloride (PVC) permanent groundwater monitoring well with approximately 30 feet (ft) of saturated screen (10 ft below the interpreted water table and 20 ft above),
2. Complete a groundwater gauging event in which depth to water is gauged at the five Ortiz LF groundwater monitoring wells, and
3. Conduct an initial groundwater monitoring event collecting groundwater samples from all

Site groundwater monitoring wells (5 total groundwater monitoring wells) and analyzing for volatile organic compounds (VOCs), semi-volatile organic compounds (SVOCs), NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel), PCBs, and nitrate/nitrite; and (it is anticipated this initial groundwater monitoring event will be conducted concurrently with the semi-annual groundwater monitoring event and the groundwater data will be included as part of this semi-annual report deliverable).

B. Schedule

The contractor shall submit a schedule to complete all proposed field activities at the Ortiz LF. The installation of a single groundwater monitoring well shall be conducted in Year 1 of the proposed schedule. The Additional Site Investigation Report, to be completed following the installation of the groundwater monitoring well shall also be completed in Year 1 of the proposed schedule. The ongoing long-term monitoring activities shall also be completed in Year 1, Year 2, Year 3, and Year 4.

C. Report Requirements

A report deliverable will be submitted to the City of Santa Fe and NMED after the completion of the installation of monitoring well Ortiz Park-5. A summary report will be submitted upon completion of the monitoring well installation and development. The report will summarize field activities, include monitoring well construction diagrams, field measurements, and laboratory analytical results (if determined necessary during boring advancement) associated with the installation of a new groundwater monitoring well at the Site.

The Additional Site Investigation report will be used to update the existing S1AP. The S1AP will be updated to include the contractor completed environmental investigation information, as well as include the rationale and approach for long-term groundwater and soil vapor

monitoring activities required by NMED to be conducted at the Site.

D. Report Delivery and Submission

The contractor must provide editable electronic versions of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data. The contractor must provide four hard copies and electronic version of each report, distribution as follows:

1. 2 copies, City of Santa Fe, Environmental Services Division Director
2. NMED SWB, Attention Erica Gordan
3. NMED GWQB, Attention Kate Herrell

PASEO DE VISTA LANDFILL

A. Required Contractor Services

The contractor will be responsible for the implementation of the approved *Methane Remediation Plan, Paseo de Vista Closed Landfill, Santa Fe, Santa Fe County, New Mexico* dated August 13, 2018 (updated 9/2018, 6/2018, and 9/2020), as approved by the NMED Solid Waste Bureau (*attached*). The Remediation Plan includes, but is not limited to, the following activities:

1. Conduct two ground water monitoring events per year (semi-annual) at Paseo de Vista ground water monitoring wells, including MW-2, MW-6, MW-7, MW-8, MW 3 and provide water depth only in Ortiz Park Well #1;
2. Conduct two ground water sampling events per year (semi-annual) at Paseo De Vista groundwater monitoring wells MW-2, MW-6, MW-7, and MW-8 according to regulations and one sampling event every five years for Table 1 parameters as referred to subsections A and C (Next event in 2026).
3. The Contractor must provide power source capable of powering ½ and ¾ Horse Power Motor control boxes. The city will provide all control boxes.
4. For each sampling event, the contractor will provide a water level reading on each, of the wells.
5. In addition, the Remediation Plan requires routine quarterly methane monitoring of the landfill gas (LFG) wells located at the Paseo de Vista landfill. There are 20 SP wells (20) and 4 GV wells with one probe each (4) (24 total) and nine groundwater monitoring wells at the Paseo de Vista landfill.

6. Periodic Maintenance /health checks of the Buckman Road Transfer Station meteorologic station to include stabilization, recovery from damage due to wind events.

Required contractor services associated with the groundwater monitoring and landfill gas locations is provide below in Section 4. The following sub sections 3.3 through provide contractor required services specific for Paseo de Vista Landfill.

B. Long Term Monitoring – Both Landfills

1. Methane/landfill gas monitoring activities, soil vapor monitoring, surface emissions and ground water monitoring activities will be conducted at both the Former Frank Ortiz Landfill and the Paseo De Vista Landfill simultaneously. Landfill gas/methane monitoring will be conducted quarterly, and ground water monitoring will be conducted on a semi-annual basis.

C. Methane Monitoring

1. Methane monitoring events have been conducted quarterly at the Paseo De Vista Landfill for several years. Future methane monitoring events will consist of collecting readings from all soil vapor probes at both the Paseo De Vista Landfill (24 locations) and the Former Frank Ortiz Landfill (8 locations), as well as within and around the buildings which comprise the Buckman Road Recycling & Transfer Station complex (16 points). The methane monitoring events will also include the collection of concentrations (in % by volume in air) of carbon dioxide, oxygen, and the remaining “balance” of gases, together with methane accounting for the landfill gas composition at these sites. Also, six additional methane monitoring events will be performed after precipitation events greater than or equal to 1.0-inch of precipitation as measured at the Buckman Road Transfer Station meteorologic station, located immediately northwest of the Paseo de Vista Landfill (installed in 2019). Methane monitoring will occur two to four weeks after 1.0-inch or greater precipitation. If two or more 1.0 inch or greater precipitation events occur in a two-week period, monitoring is to be performed two to four weeks after the last precipitation event. The 1.0-inch trigger value is on the low end of “typical” storms on record during the rainy months in the Santa Fe region and has been approved by NMED Solid Waste Bureau as a trigger event rainfall amount.

The six additional monitoring events described here will be in addition to the routine compliance (i.e. quarterly) methane monitoring performed at the Landfill unless a routine methane monitoring event, typically conducted in March, June, September, and December, falls within the two to four weeks from 1.0-inch or greater precipitation timeframe, as described above.

D. Ground Water Monitoring

Pursuant to SWMR requirements for landfill closure, five groundwater monitoring wells were completed around the Paseo De Vista landfill. Monitoring wells 1-3 (MW-1, MW-2 and MW-3)

were completed in 1993. Due to an apparent change in water table gradient, monitoring wells 4 and 5 (MW-4 and MW-5) were installed in 1998 to improve monitoring well network coverage around the landfill. Additional downgradient monitoring wells 6-8 (MW-6, MW-7 and MW-8) were installed southeast of the Paseo De Vista Landfill in June 2004 in response to an NMED-SWB request for additional downgradient monitoring well coverage for the Paseo De Vista Landfill. The Contractor will be required to provide semi-annual monitoring (including water-level measurements) and sampling of groundwater water wells at the Paseo de Vista Landfill and the former Ortiz Landfill (Ortiz Park-1, Ortiz Park-2, Ortiz Park-3, Ortiz Park-4, and Ortiz Park-5 [to be installed in Year 1]), as required by NMED-SWB under their closure requirements for this landfill. The contractor will be required to sample wells according to requirements of the SWMR.

In accordance with the closure plan, the Contractor will provide these general services to the City of Santa Fe.

1. The contractor shall monitor and sample all groundwater wells once every six months. Analyses of all water samples for the NMED SWB regulatory required parameters to includes VOCs, primary mineral ions, metals, and radiological parameters.

2. Ground water sampling will be completed according to EPA Methods for applicable testing parameters.

3. A trip blank will be tested for each sampling event.

4. Ground water monitoring wells with monitoring plan requirements for sample collection and analysis are equipped with operable pumps. These wells include MW-2, MW-6, MW-7, and MW-8 at the Paseo de Vista Landfill and Ortiz Park-1 at the former Ortiz Landfill.

5. Three existing ground water monitoring wells (Ortiz Park-2, Ortiz Park-3, and Ortiz Park-4) and one proposed ground water monitoring well (Ortiz Park-5) with monitoring plan requirements for sample collection and analysis require bailing via a dedicated, disposable bailer.

6. Contractor shall be responsible for analytical laboratory testing of samples, according to regulations (Currently the testing parameters have been reduced to 20 NMAC 9.1.804.A&B), with a full A&C test required every five years, last A&C test for the Paseo de Vista Landfill was completed on 05/27/2021.

E. Annual Settlement Benchmark Survey

1. Settlement benchmark installation and initial survey have been completed and will be resurveyed on an annual basis and an annual survey will be submitted to the City and NMED (beginning in calendar year 2024). A brief settlement benchmark survey report will be prepared

by the contractor within four weeks of receipt of each annual event's survey data are received and will be submitted to NMED. The report will include a brief discussion of survey activities, the latest survey data for each of the 80 benchmarks, and a table of relative elevation change from the previous, and initial, survey for each benchmark. Annual surveying of the settlement benchmarks and associated reporting will be performed for a period of 5 years. Upon completion of the five-year surveying period, a final report will be prepared and submitted to NMED summarizing the findings of the settlement evaluation. Appropriate recommendations for landfill cover improvements or maintenance, if necessary, will be included in the final report.

F. Methane Monitoring Report Requirements

The results of each of 16 routine quarterly landfill gas/methane monitoring events will be summarized in letter reports and submitted to NMED.

The contractor will generate a landfill gas/methane monitoring report including the following information:

1. Executive Summary:
 - a. Introduction
 - b. Monitoring Methods and Procedures
 - c. Landfill Gas/Methane Monitoring Results
 - d. Laboratory Analysis (if applicable)
 - e. Assessment monitoring levels
 - f. Conclusion and references.
2. For each vapor monitoring well in the network, the contractor shall include the following information:
 - a. Tables that include:
 - i. Cumulative monitoring data per well per event
 - ii. Laboratory Analytical data (if applicable)
 - b. Figures including:
 - i. Map of the Landfill(s)
 - ii. Methane concentration map
 - c. Appendices including:
 - i. Laboratory reports and chain of custody documents
 - ii. Methane monitoring field notes

G. Ground Water Monitoring Report Requirements

For each of the eight semiannual groundwater monitoring events, the contractor will generate a groundwater monitoring report including the following information:

1. Executive Summary:
 - a.

Introduction

- b. Geo-hydrologic conditions
- c. Current investigation
- d. Water level, gradient and trend
- e. Groundwater flow velocity estimate
- f. Groundwater sampling and analysis
- g. Summary of groundwater quality data
 - i. Organic constituents
 - ii. Metal constituents
 - iii. Other inorganic constituents
 - iv. Proposed background and assessment monitoring level concentrations
- h. Assessment monitoring levels
 - i. Conclusion and references.

2. For each monitoring well in the network, the contractor shall include the following information:

- a. Tables that include:
 - i. Cumulative water level data
 - ii. Organic water quality data
 - iii. Inorganic water quality data
- b. Calculated groundwater flow velocity
- c. Figures including:
 - i. Map of the Landfill(s)
 - ii. Water table map
 - iii. Groundwater quality summary map
 - iv. Nitrate concentrations.
- d. Appendices including:
 - i. Water level hydrographs on all monitoring wells
 - ii. Laboratory reports for water quality analyses
 - iii. Groundwater sampling field notes and chain of custody documents.

The contractor shall provide required notification to NMED SWB of site-specific assessments level exceedance (Exceedance levels have been established based on cumulative data from prior monitoring events and assessments).

H. Report Delivery and Submission

The contractor must provide editable electronic version of draft reports level notification and monitoring report three weeks prior to deadline of submittal. The City Environmental Services Division will review and propose changes as needed. The contractor must be available via telephone for response to questions or clarification of report, exceedance notification or data. The contractor must provide four hard copies and electronic version of each groundwater

monitoring report, distribution as follows:

- a. Shirlene Sitton, 2 copies, City Environmental Services Director
- b. NMED SWB – Attention: Erica Gordan
- c. NMED GWQB – Attention: Justin Ball

City of Santa Fe follows the New Mexico State Procurement Code (NMPC) & City of Santa Fe Procurement Manual (COSPM).

NMPC, NMSA, 1978 13-1-98 & COSPM, Item VI. Exemptions from the Procurement Code.

(letter) NMPC/ (number) COSPM

Determination

_____ **Professional**

_____ **General Service**

Travis Dutton-Leyda, Chief Procurement Officer

From: GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov>

Sent: Monday, September 25, 2023 9:16 AM

To: Purchasing DET <purchasing_det@santafenm.gov>

Cc: LOVATO, JOANN D. <jdlovato@santafenm.gov>

Subject: Request for determination of the following scope of work

Travis/Joann

Public Utilities/Environmental Services Division needs to initiate a request for proposal for monitoring and engineering services for two closed landfills as described within the scope.

Thank you,

Lawrence Garcia

ESD Maintenance Manager

Office 505-955-2241

Cell 505-470-7201

Service issues: esd@santafenm.gov

<https://www.santafenm.gov/esd>

From: [Matt Loehman](#)
To: [GARCIA, LAWRENCE M.](#)
Cc: [DUTTON-LEYDA, TRAVIS K.](#)
Subject: Re: FW: Offered to WorkQuest DBA Horizons of New Mexico
Date: Monday, September 25, 2023 1:52:15 PM
Attachments: [image001.jpg](#)
[image001.jpg](#)

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon,

Thank you very much for the opportunity, but we will decline this procurement.

Best regards,

Matt

Matt Loehman
Executive Director

Horizons of New Mexico
6121 Indian School Rd. NE, Suite 102
Albuquerque, NM 87110

office phone: (505) 345-1540
email: mloehman@horizonsofnewmexico.org
web: www.horizonsofnewmexico.org

The State Use Act helps people with disabilities become gainfully employed, and it saves you valuable time and resources otherwise used during the procurement process.

On Mon, Sep 25, 2023 at 12:37 PM GARCIA, LAWRENCE M. <lmgarcia@santafenm.gov> wrote:

Matt –

The City of Santa Fe owns two closed landfills, the Paseo de Vistas Landfill closed under the Federal Resource Conservation and Recovery Act (RCRA) in the 1990's and is overseen by the New Mexico Environment Department (NMED), Solid Waste Bureau (SWB), according to its' Landfill Closure Plan filed by the city. The Frank Ortiz disposal site was closed before the Paseo landfill and is now the Frank Ortiz Dog Park. It is not regulated

under RCRA and is overseen by the NMED Ground Water Bureau (GWB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both sites must comply with required quarterly and semi-annual monitoring, as specified by the closure plans. The City of Santa Fe is offering this work to Work Quest dba Horizons of New Mexico, Please respond if you are interested in this scope of work.

The City of Santa Fe is Requiring Professional Services to provide four quarters of regulatory NMED, GWB, for the Stage 1 Abatement Plan, to include monitoring and reporting for the Frank Ortiz Landfill, and four quarters of regulatory NMED, SWB monitoring and reporting for Paseo de Vistal Landfill, both owned by the City of Santa Fe, and located within City of Santa Fe, within Santa Fe County.

Respectfully,

Lawrence Garcia

ESD Maintenance Manager

Office 505-955-2241

Cell 505-470-7201

Service issues: esd@santafenm.gov

<https://www.santafenm.gov/esd>



DESCRIPTIONS (Continued from Page 1)

such status and only with regard to work performed on behalf of the named insured.

A thirty (30) days prior written notice of cancellation to certificate holder applies when required by written contract. The General Liability and Automobile Liability policies contain a special endorsement with Primary and Noncontributory wording when required by written contract.

Signature: *Sandra Gabaldón*

Email: sgabaldon@santafenm.gov

Signature: 

Email: jdroach@santafenm.gov

Signature: 
DEBORA TRUJILLO (Mar 26, 2025 09:48 MDT)

Email: dctrujillo@santafenm.gov