






Date: October 21, 2024

To: Mayor Alan Webber and Governing Body October 30, 2024
 Finance Committee October 28, 2024
 Public Works & Public Utilities October 21, 2024

Via: John Dupuis, Public Utilities Department Director 
 Debora Trujillo, Interim Division Director 
 DT

From: Lawrence Garcia, Environmental Services Fleet Manager 
 LG

Subject: Closed Landfill Management

Vendor Name: INTERA Inc.

Vendor Number: 1038

ITEM AND ISSUE:

Public Utilities Department respectfully requests Request your review and approval of Amendment #2 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 \$229,132.72, for a total Contract amount of \$528,621.73. Lawrence Garcia lmgarcia@santafenm.gov, (505) 955-2241.

Public Utilities Department respectfully request approval of a Budget Increase to the Environmental Services Division Enterprise Fund, from Fund 510 Cash Balance, in the total amount of 229,134. This increase is to satisfy regulatory requirements mandated by New Mexico Environment Division for Frank Ortiz Park closed landfill.

The City of Santa Fe entered a contract with INTERA Inc on September 25, 2023, via the utilization of a competitively bid contract by the City of Albuquerque, RFB #RFB-2022-322-DSW-CG which was awarded on February 1, 2023, contract #SHR000022790-Item # 23-0578 and expires on 1/31/2027. The City of Santa Fe is in the final stages of releasing an RFP for this type of work. By regulations the City must continue required monitoring and reporting to the State Regulators.

BACKGROUND AND SUMMARY:

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 sites 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 via the City of Albuquerque Procurement Contract #SHR000022790 which was approved on February 1, 2023. The Contractor has agreed to afford the City of Santa Fe the same term and conditions.

Chief Procurment Officer Approval:  Date: Oct 24, 2024

CONTRACT NUMBER:

The FY25 Munis contract number is 3204358

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: Oct 23, 2024

Comment/Exceptions: _____

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: _____ Title: _____ Date: _____

Approval: _____ Title: _____ Date: _____

Comment & Exceptions: _____

Department Contract Administrator Contact Info: _____

ATTACHMENTS:

Vendor's Quote

Santa Fe Business License – No longer needed for contracts/purchases (delete this line)

Certificate of Liability Insurance

Bar Request

Amendment 1

Primary Contract Item 23-0578

Vendor Letter assuring price match

**CITY OF SANTA FE
AMENDMENT No.2 TO
PROFESSIONAL SERVICES CONTRACT
ITEM#23-0578**

This AMENDMENT No 2. (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated September 25, 2023, (the "Contract"), between the City of Santa Fe (the "City") and INTERA Inc. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Ground Water Monitoring, Vapor Monitoring, Other Environmental and Engineering Services and Reporting for two City of Santa Fe closed landfills.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

1. COMPENSATION.

Article 3, paragraph A of the original Contract is amended to increase the amount of compensation by a total of two hundred twenty-nine thousand one hundred thirty-two dollars and seventy-two cents (\$229,132.72) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services satisfactorily performed as described in Exhibit "A" of the contract. The total amount payable to the contractor under this Agreement, including gross CoSF

receipts tax and expenses, shall not exceed five hundred twenty-eight thousand six hundred twenty-one dollars and seventy-three cents (\$528,621.73). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the city when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

2. CONTRACT IN FULL FORCE.

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



Via Email

May 31, 2024

Sandra Gabaldon
Environmental Compliance Specialist
City of Santa Fe
801 West San Mateo Road
Santa Fe, New Mexico 87504
sgabaldon@santafenm.gov

Re: Modification to Stage 1 Abatement Plan Required, Former Frank Ortiz Landfill, City of Santa Fe, New Mexico

Dear Sandra Gabaldon,

In accordance with Subsection 4111.B of the New Mexico Ground and Surface Water Protection Regulations (20.6.2 NMAC), this letter is to inform you the New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB) requires modification to the current Stage 1 Abatement Plan (S1AP) for the aforementioned property (Site). On May 30, 2024, GWQB met with the City of Santa Fe (COSF) to review the ongoing abatement progress at the Site. At the meeting, NMED GWQB and the COSF revisited several outstanding components with respect to Site characterization and determined modification to the current Site S1AP is the best path forward to address the data gaps.

Please submit a modified Site S1AP proposal and associated implementation schedule within 120 days of the date of this correspondence that incorporates the following elements in support of ongoing Site characterization:

1. Continuance of quarterly Site surface emission monitoring (SEM) in accordance with the NMED-conditionally approved S1AP SEM modification proposal, dated October 25, 2021, until a minimum of 8 consecutive SEM events are complete. On completion, the COSF shall provide an SEM completion report documenting conclusions and recommendations, as appropriate, for a long-term SEM program at the Site.
2. Due diligence to ascertain whether a potential vapor intrusion (VI) pathway exists for the two nearest residential properties located approximately 180 feet east of the Site. At a minimum, this task should include a review of available building and utility specifications and a field reconnaissance to identify any Site-specific structure or feature that may impede or redirect the natural upward diffusion of Site vapors toward the properties of interest.
3. Installation, development, and sampling of groundwater and soil vapor monitoring points north and east of current locations SV-03 and SV-05/Ortiz Park-3 to quantify downgradient impacts, if any, of the landfill waste mass on these media.
4. Expansion of the routine Site-wide groundwater monitoring and reporting program to include one or more groundwater wells associated with the upgradient COSF Paseo de Vista Landfill for all Site constituents of concern.

Sandra Gabaldon, City of Santa Fe
May 31, 2024

5. Completion of a single Site-wide groundwater sampling event to determine the presence or absence (no detection) of one or more emergent contaminants commonly associated with landfills, specifically per-and polyfluoroalkyl substances and 1,4-Dioxane. (Note: this special sampling event must include groundwater wells referenced in tasks 3 and 4 above).
6. A corrective action plan to address the stormwater issues that appear to seasonally impact portions of the Site south and east of the abandoned PVD-1/MW-1 location to minimize water infiltration in this area. This area is proximal to the dominant buried waste mass, where wet conditions may locally foster accelerated methane generation and contaminant leaching.
7. Continuance of an appropriate comprehensive Site subsurface soil gas and landfill gas monitoring program.
8. Updated reporting schedule for both routine and key progress deliverables, adjusted to include the additional S1AP elements referenced herein.

If you have questions concerning this correspondence, please contact Kate Herrell at 505-670-1796 or kate.herrell@env.nm.gov or ros.general@env.nm.gov.

Sincerely,

**Justin
Ball**

Digitally signed by
Justin Ball
Date: 2024.05.31
11:49:52 -06'00'

Justin Ball, Chief
Ground Water Quality Bureau

cc: Joe Tracy, INTERA, jtracy@intera.com
George Schuman, NMED GWQB ROS
Paul Chamberlain, NMED GWQB ROS-SCP
Kate Herrell, NMED GWQB ROS-SCP
ROS Reading File



INTERA Incorporated
2440 Louisiana Blvd. NE, Suite 700
Albuquerque, NM 87110
+1 (505) 246 1600
INTERA.com



September 5, 2024

Sandra Gabaldon
Environmental Compliance Specialist
City of Santa Fe
801 West San Mateo Road
Santa Fe, New Mexico 87504

RE: Modification to Stage 1 Abatement Plan Proposal and Cost Estimate, Former Frank Ortiz Landfill, City of Santa Fe, New Mexico

Dear Ms. Sandra Gabaldon,

INTERA Incorporated (INTERA) is pleased to provide this proposal and cost estimate to the City of Santa Fe (COSF) to modify the Stage 1 Abatement Plan (S1AP) for the Former Frank Ortiz Landfill (Site) as requested by the New Mexico Environment Department (NMED) Groundwater Quality Bureau (GWQB) on May 31, 2024 (NMED, 2024). NMED GWQB representatives met with the COSF and INTERA to review the ongoing abatement progress at the Site and modification to the current Site S1AP was determined to be the best path forward to address the data gaps. The proposed modifications requested by NMED GWQB includes the following eight (8) tasks in support of ongoing Site monitoring:

1. Continuance of quarterly Site surface emission monitoring (SEM) in accordance with the NMED-conditionally approved S1AP SEM modification proposal, dated October 25, 2021, until a minimum of 8 consecutive SEM events are complete. On completion, the COSF shall provide an SEM completion report documenting conclusions and recommendations, as appropriate, for the long-term SEM program at the Site.
2. Due diligence to ascertain whether a potential vapor intrusion (VI) pathway exists for the two nearest residential properties located approximately 180 feet east of the Site. At a minimum, this task should include a review of available building and utility specifications and a field reconnaissance to identify any Site-specific structure or feature that may impede or redirect the natural upward diffusion of Site vapors toward the properties of interest.
3. Installation, development, and sampling of groundwater and soil vapor monitoring points north and east of current locations SV-03 and SV-05/Ortiz Park-3 to quantify downgradient impacts, if any, of the landfill waste mass on these media.
4. Expansion of the routine Site-wide groundwater monitoring and reporting program to include one or more of the existing groundwater monitoring wells associated with the COSF Paseo de Vista Landfill for all Site constituents of concern.



5. Completion of a single Site-wide groundwater sampling event to determine the presence or absence (no detection) of one or more emergent contaminants commonly associated with landfills, specifically per-and polyfluoroalkyl substances (PFAS) and 1,4-Dioxane. (Note: this special sampling event must include the groundwater wells referenced in tasks 3 and 4 above).
6. A corrective action plan to address the stormwater issues that appear to seasonally impact portions of the Site south and east of the abandoned PVD-1/MW-1 location to minimize water infiltration in this area. This area is proximal to the dominant buried waste mass, where wet conditions may locally foster accelerated methane generation and contaminant leaching.
7. Continuance of an appropriate comprehensive Site subsurface soil gas and landfill gas monitoring program.
8. Updated reporting schedule for both routine and key progress deliverables, adjusted to include the additional S1AP elements referenced herein.

Scope of Services

The following sections describe how each Task above will be addressed in the proposed S1AP Modification.

Task 1- SEM Completion and Reporting

Site SEM activities are currently ongoing. Once 8 consecutive SEM events are complete, INTERA will provide a SEM completion report to the COSF documenting conclusions and recommendations, as appropriate, for a long-term SEM program at the Site.

Task 2- Vapor Intrusion Pathway Investigation

To determine whether a potential VI pathway exists for the two residential properties of interest (**Figure 1**), INTERA will perform a document review and field reconnaissance and present the findings in a future Site monitoring report. The document review will consist of (1) obtaining and reviewing public building plans and/or construction plans for the two residential properties of interest to look for information on their subsurface design (e.g., basements, crawl space, slab-on-grade construction) and (2) obtaining and reviewing utility layouts (e.g., water, sewer, and electrical) and identifying any utility corridors that might act as preferential pathways for vapor migration. The field reconnaissance will consist of a walking survey of the Site near the residential properties and surrounding area, documenting any site-specific structures or features that may impede or redirect vapor diffusion (e.g., retaining walls, large underground utilities, impermeable surfaces). If warranted, New Mexico One-Call may be contacted to mark the underground utilities in the vicinity of the residential properties.

Findings will be compiled and presented in a future Site monitoring report. The findings presented will include a utility map or schematics, photographs from the field reconnaissance and any other relevant data.

Task 3- Dual Purpose Soil Vapor/Groundwater Monitoring Well Installation

Task 3, the installation of one (1) dual purpose groundwater monitoring/soil vapor monitoring well, includes the following subtasks, which are described in detail below:

- Task 3a- Project Planning
- Task 3b- Soil boring advancement
- Task 3c- Groundwater and soil vapor monitoring well installation
- Task 3d- Monitoring well survey

Task 3a – Project Planning

The first subtask of Task 3 is project planning and will include the following:

- Apply for a well permit from the New Mexico Office of the State Engineer (OSE).
- Execute subcontractor agreements for a licensed well driller, a surveyor, and an investigation-derived waste (IDW) disposal company.
- Contact New Mexico One Call to mark utility locations
- Contact Ms. Kate Herrell, NMED GWQB Project Manager to provide her with INTERA's schedule for performing investigation activities.
- Update the existing Site-Specific Health and Safety Plan (SSHASP), which will be reviewed and approved by the INTERA health and safety officer prior to performing field activities and will be available on-site during performance of all field activities.
- Schedule INTERA resources, such as a geologist, an environmental scientist, or an engineer to oversee and/or perform field activities and reporting.
- Secure field equipment from the INTERA equipment pool or from an outside vendor.

Task 3b- Soil Boring Advancement

One soil boring will be advanced at the Site and will be completed as dual-purpose groundwater/soil vapor monitoring well north and east of current locations SV-03 and SV-05/Ortiz Park-3 to quantify downgradient impacts, if any, of the landfill waste mass on these media. The proposed location of this monitoring well is illustrated in **Figure 2**.

Drilling will be completed using Rotasonic drilling techniques. A carbide button drilling bit will be used in conjunction with Rotasonic drilling methods and advanced with an 8-in outer diameter (OD) overshot casing and 6-in core barrel to a maximum depth of approximately 375 feet below ground surface (ft bgs).

All recovered soil shall be classified according to the Unified Soil Classification System (USCS) and in accordance with ASTM International (ASTM) Standard D 2488–17, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)* (ASTM, 2017).

Soil samples will be screened for the presence of VOCs using a photoionization detector (PID) equipped with a 10.6-electron volt lamp in accordance with INTERA's soil field screening SOP (INTERA, 2015b). PID readings will be recorded on the soil boring log.

Two soil samples will be collected from the soil boring. One sample will be collected from just below the total depth of the waste, and one collected at the water table interface per INTERA soil sampling SOP (INTERA, 2016b). The soil samples will be analyzed for the following:

- VOCs via United States Environmental Protection Agency (EPA) Method 8260B (using methanol extraction);
- Semi-Volatile Organic Compounds (SVOCs), which will include polynuclear aromatic hydrocarbons (PAHs) via EPA Method 8270 (selective ion monitoring [SIM]);
- NMED-designated metals (i.e., arsenic, barium, cadmium, chromium, lead, selenium, silver, uranium, copper, iron, manganese, zinc, aluminum, boron, cobalt, molybdenum, and nickel) by either EPA Method 6010C or 6020 and Mercury by 7470/7471/245.2;
- Polychlorinated biphenyls (PCBs) by EPA Method 8082 (SIM); and,
- Nitrate/nitrite by EPA Method 300.0 and ammonia and total Kjeldhal nitrogen by Standard Method (SM) 4500.

The anticipated investigation derived waste (IDW) generated as part of this task includes drill cuttings, decontamination water generated during drilling activities, disposable personal protective equipment, and miscellaneous waste. IDW will be containerized and is proposed to be disposed of as non-hazardous waste. One representative IDW soil sample will be collected and analyzed for the following:

- VOCs by EPA Method 8260;
- TCLP eight RCRA Metals (As, Ba, Cd, Cr, Pb, Hg, Se, Ag);
- Total Petroleum Hydrocarbons (TPH) Motor Oil Range Organics (MRO)/Diesel Range Organics (DRO)/Gasoline Range Organics (GRO) by EPA Method 8015B;
- Paint Filter Test; and,
- Reactivity, Ignitability, and Corrosivity (RCI).

If analytical results indicate that the IDW is hazardous waste, this will result in potential additional disposal expenses may be necessary and, if so, INTERA will prepare a change order for review/approval by the COSF.

Disposable PPE (disposable nitrile gloves) and miscellaneous waste (paper towels, plastic sheeting, etc.) will be containerized in plastic bags, sealed, and disposed of as municipal solid waste by INTERA. All re-used sampling equipment will be decontaminated per INTERA's equipment decontamination SOP (INTERA, 2016a).

Task 3c- Monitoring Well Installation

The soil boring will be completed as a groundwater monitoring well coupled with permanent soil vapor sampling ports (one shallow, one intermediate, and one deep). To be consistent with the other three on-site soil vapor monitoring wells, the shallow, intermediate, and deep vapor sampling ports will be installed at approximately 10, 30, and 40 ft bgs. The newly installed monitoring wells will be developed immediately after installation per INTERA's well development SOP (INTERA, 2015c). Development water will be containerized in 55-gallon drums and this liquid IDW will be analyzed (see Task 3b above).

The soil boring will be completed as a 4-inch diameter monitoring well, constructed of 4-inch diameter, flush-threaded, schedule 80 PVC, with 30 feet of 0.020-inch slot screen (10 ft below the water table and 20 ft above the water table) and blank casing to the ground surface, following the INTERA monitoring well installation SOP (INTERA, 2015a). The total depth of the proposed monitoring well will be approximately 370 ft bgs based on historic groundwater levels observed in monitoring well Ortiz Park-1. The monitoring well annulus will be backfilled with 10/20 silica sand (filter pack) to approximately 2 ft above the top of the monitoring well screen. At least 5 ft of hydrated bentonite clay chips will be placed above the sand pack. Neat cement grout (95% cement and 5% bentonite powder) will be placed above the bentonite seal to approximately 3 ft below the deepest soil vapor port (50 ft bgs). Each soil vapor port will have 2 ft of 10/20 silica sand placed above and below the soil vapor port. Hydrated bentonite clay granules or 3/8-inch bentonite chips will be placed between the sand packs of each soil vapor port/soil vapor screen interval to form an annular seal between soil vapor wells and will extend from the top of the sand pack associated with the shallow soil vapor port to 3 ft bgs. Hydration of the bentonite will be limited to make certain the soil vapor well screen intervals and surrounding filter pack are not saturated with water. The remaining monitoring well annulus (3 ft bgs to surface) and surface pad will be completed with cement. The monitoring well will be completed with an above-ground, sloped, circular concrete pad and a protective metal standpipe with locking cover.

The soil vapor monitoring well will be constructed as follows. Each soil vapor port will be connected to 1/4-inch OD (0.21-inch inner diameter [ID]) stainless steel tubing that will be installed to just above the ground surface. The 1/4-inch tubing shall be connected to a compression fitting using a 1/4-inch female National Pipe Thread (NPT) connector. A 1/4-inch male NPT-valve quick-connect coupler shall then be attached to the 1/4-inch female NPT connector. A 1/4-inch hose barb non-valve elbow quick-connect can then be attached to the quick-connect coupler to open communication to the soil-vapor port at depth.

Task 3d- Monitoring Well Survey

A survey of the new monitoring well will be completed after the monitoring well installation is completed. The monitoring well will be located vertically to the nearest 0.01 foot relative to NAVD 88. The horizontal location of the monitoring wells will be surveyed to the nearest 0.1 foot using NAD 83 and either the State Plane or Latitude-Longitude coordinate system. Morris Surveying of Santa Fe, New Mexico will provide surveying services.

Task 4- Expansion of GWM Program

To expand the routine Site-wide groundwater monitoring program to include one or more groundwater wells associated with the upgradient COSF Paseo de Vista Landfill (Paseo), INTERA will work with Parkhill (INTERA subcontractor) at Paseo and collect split samples during monitoring events or will collect samples from the Paseo monitoring wells independently. INTERA proposes to collect groundwater samples from three (3) upgradient monitoring wells (MW-2, MW-7 and MW-8) (Figure 3). Monitoring

well MW-2 is located upgradient of both the Paseo and Frank Ortiz Landfills, and monitoring wells MW-7 and MW-8 are located downgradient of Paseo but upgradient of the Site. The groundwater samples will be analyzed for the same analyses as the Site groundwater samples. Analytes are listed in the revised SAP/QAPP (INTERA, 2019).

Task 5- Single PFAS GWM Event

Task 5 includes completion of a single, Site-wide groundwater monitoring event to determine the presence or absence of PFAS and 1,4-Dioxane. This event will occur when the new groundwater well described in Task 3 has been installed and will include the three Paseo groundwater wells described in Task 4. It is estimated that eight (8) monitoring wells will be sampled to complete this task and will occur during a regularly scheduled semi-annual groundwater monitoring event. Monitoring wells will be sampled following procedures in described in the revised SAP/QAPP (INTERA, 2019) and PFAS and 1, 4-Dioxane will be added to the analytical suite listed in the SAP/QAPP. One field blank and one equipment blank will be collected for quality assurance purposes and analyzed for PFAS.

Prior to the commencement of this GWM event, INTERA will identify what type of dedicated pumps are installed in Paseo monitoring wells and determine if there are PFAS containing components present. Since the pumps are dedicated, the pumps may have to be removed and sample collection methods modified if PFAS-containing equipment is suspected.

The State of New Mexico currently does not have a published PFAS Sampling Guidance so INTERA will follow the PFAS sampling procedures recommended by the United States Environmental Protection Agency (USEPA): the Michigan Department of Environmental Quality (MDEQ) Groundwater PFAS Sampling Guidance (MDEQ, 2018) and the Michigan Department of Environment, Great Lakes, and Energy (MDEGLE) General PFAS Sampling Guidance (MDEGLE, 2024).

Task 6- Stormwater Corrective Action Plan

Task 6 involves developing a Corrective Action Plan to address the stormwater issues (e.g., ponding) that impact portions of the Site south and east of the abandoned PVD-1/MW-1 location. The Corrective Action Plan will include a thorough site assessment, strategic design to reduce ponding water and infiltration, implementation of the design, and maintenance, as needed. The Site inspection will be performed to identify areas with standing water and understand the topography and existing drainages. Photographs will be collected concurrently with a scheduled upcoming landfill gas and/or groundwater monitoring event. INTERA recommends completing a topographic survey to create an accurate map of the Site's topography, highlighting the natural slope, depressions, and/or high points. This detailed mapping will allow project engineers to design a drainage system that is tailored to the specific conditions of the Site and helps in the strategic placement of swale, berms, or other drainage features to maximize their effectiveness. It is anticipated that Civil 3D Software will be used for the design process and INTERA's experience working at other landfills with similar issues will aid in designing practical and realistic options.

A Corrective Action Plan summarizing the findings and proposed solutions will be developed and submitted to the COSF.

Task 7- Continuing Soil Gas and Landfill Gas Monitoring

Continuance of the comprehensive Site subsurface soil gas and landfill gas monitoring will occur. No further action is necessary for Task 7.

Task 8- Updating Schedule

Task 8 includes submitting an updated reporting schedule that includes the additional tasks described above.

Cost Estimate

The cost estimate for Tasks 1 through 8 is provided in **Table 1**. Invoices will be sent on a monthly basis following the COSF formal notice to proceed. The COSF will be notified of any conditions requiring a change in the budget estimate as soon as such conditions become evident, should they arise.

References

ASTM International (ASTM), 2017. ASTM Standard D 2488–17, *Standard Practice for Description and Identification of Soils (Visual-Manual Procedure)*. West Conshohocken, PA.

INTERA Incorporated (INTERA), 2015a. *Standard Operating Procedure 7, Monitor Well Installation*. February.

———, 2015b. *Standard Operating Procedure 23, Soil Field Screening*. February.

———, 2015c. *Standard Operating Procedure 9, Monitor Well Gauging*. March.

———, 2015d. *Standard Operating Procedure 10, Monitor Well Groundwater Sampling*. October.

———, 2015e. *Standard Operating Procedure 8, Monitor Well Development*. October.

———, 2016a. *Standard Operating Procedure 2, Decontamination*. May.

———, 2016b. *Standard Operating Procedure 13, Soil Sampling*. November.

———, 2019. *Sampling and Analysis and Quality Assurance Project Plan, Waste and Vadose Zone Characterization, Revision 3.0; Former Frank Ortiz Landfill, Santa Fe, Santa Fe County, New Mexico Prepared for New Mexico Environment Department on behalf of City of Santa Fe*. November 6.

Michigan Department of Environmental Quality (MDEQ), 2018. *Groundwater PFAS Sampling Guidance*. October.

Michigan Department of Environment, Great Lakes, and Energy (MEGLE), 2024. *General PFAS Sampling Guidance*. January.

Sincerely,

INTERA Incorporated



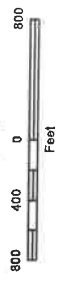
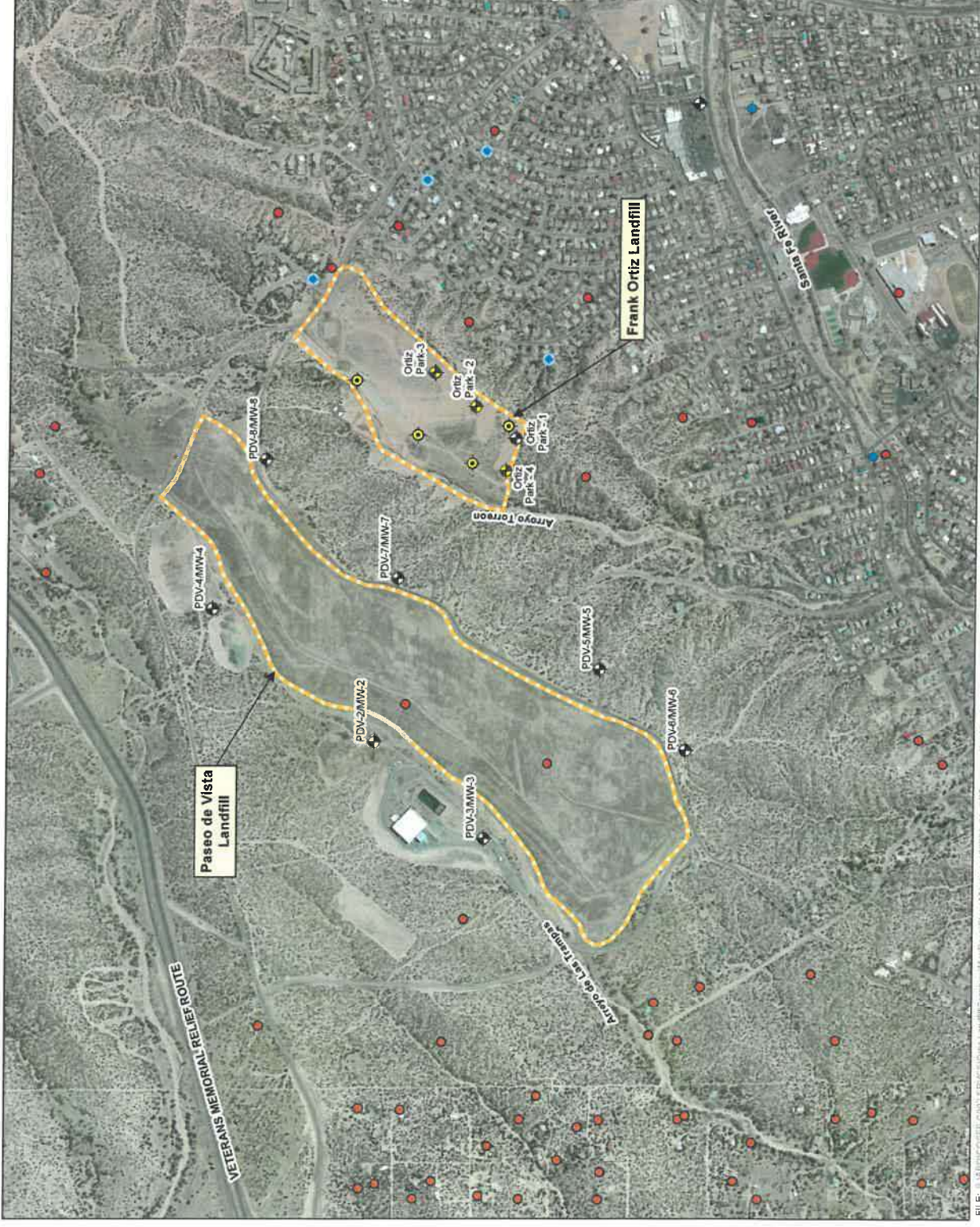
Joseph Tracy, PG
Vice President

Enclosures

Figures 1, 2 and 3

Table 1 – Cost Estimate with Supporting Documentation

Figures



Sources:
 Aerial image - ESRI ArcGIS online;
 Wells - Morris Surveying, 2020;
 Supply Wells - OSE Oct. 2021

Legend

- Groundwater Monitoring Well
- Dual-purpose Monitoring Well
- Soil Vapor Monitoring Well
- Groundwater Monitoring Well; Plugged and Abandoned
- Municipal Supply Well
- Domestic Supply Well
- OSE Permitted Domestic Supply Well (locations are estimated and status is not confirmed)
- Landfill Boundary

Figure 3
Site Map
 Stage 1 Abatement Plan Modification Proposal
 Former Frank Ortiz Landfill,
 Santa Fe, New Mexico

Table 1



YELLOW JACKET

DRILLING SERVICES

The Southwest's Premier Provider of Innovative Drilling and Well Services

Ms. Lynda Price
INTERA, Inc.
2440 Louisiana Blvd. NE, Suite 700
Albuquerque, NM 87110

Date: 7/16/24
Bid # (NM)JT24-6690

Office: 505.832.3244
Cell: 512.492.2072
E-mail: lprice@intera.com

Subject:

Drilling Services -- Former Frank Ortiz Landfill Project, Santa Fe, NM

Dear Lynda:

The following is in response to INTERA, Inc. ('Client') provided RFP dated 7/9/24 for the above referenced project (no addendums).

Scope of Work:

Utilizing a TSI 150T (truck-mounted Sonic) drill rig, and Pulstar P12 (well service) rig:
Drill, construct, and develop (3) 4" SCH. 80 PVC groundwater monitoring with 1/4" SS soil vapor probes to a depth of 347' (drill 370' total / backfill 23' total / construct 370' total).
Step #1.) 0'-5' or Refusal, borehole clearance (hand auger and/or post hole).
Step #2.) 0'-370', Drill 8X9 and/or 7X8 telescoped (Sonic) borehole (collect continuous bagged sonic core sample).
Step #3.) 347'-370', Backfill borehole (TR30 bentonite pellets from 353'-370' / gravel pack from 347'-353').
Step #4.) 0'-347', Construct 4" well (1-30' screened interval), with 1/4" soil vapor probes attached (43'/34'/23').
Step #5.) Install 12" flush grade well box, with 6" x 36" concrete pad.
Step #6.) Install 8" field grade well box, with 6" x 36" concrete pad (no protective bollards required).
Step #7.) Develop well (surge, bail, and/or pump).

Proposed Drilling Equipment Package:

Tsi 150T truck-mounted drill rig, staffed with 3-man crew
Box truck
Equipment trailer
All-terrain forklift & tilt-hopper
4X4 Crew truck
Flatbed trailer
2K Water truck

Proposed Well Service Equipment Package:

Pulstar P12 rig, staffed with 2-man crew
Support trailer

Performance Timelines:

Drilling activities; as outlined: +/- (7) shifts
Well Services; as outlined: +/- (1) shift

Availability:

TBD at time of notification of intent to contract.

**Note: As of the time of this writing 'YJD' has the necessary resources available to mobilize and begin field activities as early as the week of 7/28/24.*

Project Cost Summary:

See attached.

'YJD' Proposal Assumptions & Conditions:

- 1.) 'Client' to provide all Local, State, Federal project specific permits.
- 2.) All drilling locations are to be clear of any and all overhead & subsurface utilities.
- 3.) All drilling locations are accessible by way of 2-wheel drive truck mounted drilling & related equipment.
- 4.) All drill cuttings generated will be placed in 'Client' provided roll-off bins, located within 100' of the drilling locations.
- 5.) If required; profiling and off-site disposal of all drill cuttings will be the responsibility of 'Client'.
- 6.) All fluids generated will be placed in 'Client' provided storage tanks, located within 100' of the drilling locations.
- 7.) If required; profiling and off-site disposal of all fluids generated will be the responsibility of 'Client'.
- 8.) Schedule/Pricing is based on a single rig operation; utilizing (1) crew, working 11/hour shifts (on-site), working a 10/on (days) - 4/off (days) schedule (including mob/demob/travel time); or as 'YJD' deems necessary to complete what it views as critical phases of the project.
- 9.) Rig standby due to unreadiness of the working locations or 'Client' delays will be billed at the following hourly rates; 150T (\$765), P12 (\$345).
- 10.) Project is not subject to Union, Davis Bacon, Prevailing, TERO labor rates.
- 11.) If the project encounters difficulties beyond our control or if the scope of work is altered, 'YJD' reserves the right to renegotiate the price.
- 12.) Materials; due to the market price fluctuations of steel and petroleum based products; 'YJD' cannot guarantee the price of the materials required to complete the project beyond a period of 10-working days from the date in which the pricing is provided. In the event that a material price increase occurs; 'YJD' reserves the right to pass on the difference in the form of a revised proposal, or by using the change order process.
All well casing, screen, and gravel pack materials are non-restockable; and will be billed to 'Client' at the conclusion of the project regardless of use. The quantities of non-restockable materials will be discussed with 'Client' and agreed upon prior to placing order.
- 13.) EIA Fuel Use Market Adjustment; due to the current price fluctuations of petroleum products 'YJD' has based the provided pricing on the most recent available weekly retail gasoline and diesel prices as reported by the Energy Information Administration ('EIA' - Official Energy Statistics from the US Government). 'YJD' has used the reported area average of (\$4.03-Gallon) to calculate it's bid; in the event that the cost of fuel increases prior to the start and/or during the course of the project 'YJD' will invoice for the additional costs on a per-shift basis. The per-shift charge will be based on the difference of the fuel cost per-gallon at the time of bid; plus 15% mark-up verses the actual cost per-gallon during the time period in which the project is completed.
**NOTE: The multiplier to calculate the fuel use market adjustment on a per-shift basis is based on the equipment package utilized; for this bid the per-shift multiplier is based on the fixed amounts as follows; 150T (75-gallons), P12 (40-gallons).*
- 14.) Provided pricing does not include any applicable State and/or Local Taxes. Sales Tax will be charged unless a Sales Tax Exemption Certificate is provided.
- 15.) This proposal is valid for (60) days from the date provided.

For new Clients payment terms will be established by 'YJD' based on 'Client' financial history. 'YJD' will utilize information available through Dun & Bradstreet ('D&B') to make the determination.

For established Clients services rendered will be billed promptly upon completion of work. Terms are net **thirty (30) days** unless otherwise agreed in writing in advance. A delinquency charge of 1.5% per month will apply to all past due invoices, unless a lower rate is required by law. Client agrees to pay all court costs and attorneys fees, should court proceedings be initiated or attorneys be retained to collect past due amounts.

We at Yellow Jacket Drilling Services thank you for the opportunity to provide this proposal. If you have any questions, or if we can be of any further assistance please do not hesitate to contact us at (888) 495-3745. We look forward to hearing from you soon.

Sincerely,
Yellow Jacket Drilling Services, LLC

John Truax

John Truax
Executive Vice President

Item	Quantity	Unit	Cost	Price
Project Cost Summary				
150T Drilling Equipment: Mob/Demob	1	LS	\$ 26,115.00	\$ 26,115.00
150T Equipment Inspections, Site Specific Training, Meetings..	0	HR	\$ 765.00	\$ -
Borehole Clearance: Hand Auger Excavate to 5' or Refusal	1	HR	\$ 765.00	\$ 765.00
Drill: 8X9 and/or 7X8 Sonic Borehole	370	LF	\$ 67.00	\$ 24,790.00
Well Construction and/or Backfill: Labor Only	370	LF	\$ 50.00	\$ 18,500.00
Well Material: Trucking	1	LS	\$ 3,485.00	\$ 3,485.00
Well Material: 4" SCH. 80 PVC Screen	30	LF	\$ 25.00	\$ 750.00
Well Material: 4" SCH. 80 PVC Casing	317	LF	\$ 23.00	\$ 7,291.00
Well Material; SS Vapor Probe & Fittings	3	EA	\$ 500.00	\$ 1,500.00
Well Material; 1/4" SS Tubing (100' Roll)	90	LF	\$ 14.50	\$ 1,305.00
Well Material: Annular Gravel Pack, Seal, Grout..	370	LF	\$ 13.00	\$ 4,810.00
Well Box: 8" Field Grade, with 6" x 36" Concrete Pad	1	EA	\$ 1,355.00	\$ 1,355.00
Protective Bollard: 4" Steel	0	EA	\$ 500.00	\$ -
150T Rig Move-on, Set-up, Take-down, Clean-up..	5	HR	\$ 765.00	\$ 3,825.00
150T Rig Standby ('Client' Directed Work Stoppage..)	0	HR	\$ 765.00	\$ -
Visqueen Plastic Roll (Drill Pad Protection)	1	EA	\$ 160.00	\$ 160.00
P12 Well Service Equipment: Mob/Demob	1	LS	\$ 6,865.00	\$ 6,865.00
P12 Well Service Equipment Inspections, On-Site Training, Meetings..	0	HR	\$ 345.00	\$ -
Well Service: Development (All Time Associated)	6	HR	\$ 345.00	\$ 2,070.00
P12 Rig Standby ('Client' Directed Work Stoppage..)	0	HR	\$ 345.00	\$ -
Visqueen Plastic Roll (Drill Pad Protection)	1	EA	\$ 160.00	\$ 160.00
				\$ -
Site Protection: Security Guard (Working Days: 13-Hours)	0	DY	Cost + 15%	\$ -
Site Protection: Security Guard (Working Days: 24-Hours)	0	DY	Cost + 15%	\$ -
Porta-Potty: Transportation, Rental, Service.. (1-Month Minium)	0	MO	Cost + 15%	\$ -
Trash Service: Transportation, Rental, Service.. (1-Month Minium)	0	MO	Cost + 15%	\$ -
Estimated Project Total				\$ 103,746.00

STATEMENT OF QUALIFICATIONS



Yellow Jacket Drilling
1-888-4YJDRI (1-888-495-3745)
yjdrilling.com

YELLOW JACKET DRILLING SERVICES

Yellow Jacket Drilling Services (YJD) has built its reputation throughout the western United States as being a premier provider of high quality, safe and cost effective drilling services. YJD's corporate office is located in Phoenix, Arizona. The projects that we service are supported from offices located in Arizona, California, Colorado, and Oregon.

As a qualified small business enterprise; we are able to offer several innovative techniques and solutions for your drilling needs many of which were previously only available from our larger business competitors.

YJD specializes in, but is not limited to, providing drilling services to the Environmental, Geotechnical, Mining, Water Supply and Energy market sectors. Some of our available drilling methodologies include; Direct Push, Hollow-Stem Auger, Air Rotary, Mud Rotary, Sonic, Dual Wall Reverse Circulation (RC), Air Rotary Casing Hammer (ARCH), Under-Reaming Casing Advancement (Tubex/Stratex), Flooded Reverse, Conventional and Wireline Coring.

Our diverse fleet of equipment includes multiple Hollow-Stem Auger, Sonic and Rotary drill rigs. With our fleet we have the capability to do everything from drilling in excess of 200' with hollow stem auger, to drilling depths beyond 2,000' using rotary techniques. Some of our specialized rigs allow us the ability to drill in difficult access settings such as under a service station canopy, in a building, on a barge, or on a remote hillside. Our fleet is maintained through a preventative maintenance program that enables us to operate at peak performance at all times.

Safety is our number one priority and all YJD employees maintain numerous industry certifications including; 40-hour OSHA, MSHA, Smith Defensive Driving, as well as certification and participation in multiple safety programs such as API and LPS. Annual refreshers and medical monitoring are mandatory, as well as daily tailgate and all hands monthly safety meetings. We believe that our EMR rating is reflective of our efforts (2022 = 0.65, 2021 = 0.68, 2020 = 0.63)

YJD is committed to maintaining the highest quality workmanship, reliability, professionalism, and efficiency in the industry. Our personnel is extremely knowledgeable and have years of experience. We understand our clients' needs, and want every customer to be completely satisfied with our work. Each and every employee at YJD is willing to go the extra step to ensure we meet that goal. With such a dedicated group, you can be certain we will get the job done properly, safely, cost-effectively, and on time.

AN ATTITUDE OF EXCELLENCE

It plays a role in everything we do - whether it concerns safety, our customers, equipment, or drill methods.

WE NEVER PROMISE MORE THAN WE CAN DELIVER

By placing a strong emphasis on safety, maintenance, high quality equipment, and proper scheduling practices, we provide maximum efficiency and flexibility to meet your ever-changing project needs.

WE VALUE LASTING PARTNERSHIPS WITH OUR CUSTOMERS

Maintaining an honest dialogue and keeping close personal contact with all involved is our way of ensuring your needs will be met. You benefit from high performance, a hassle-free job, and above standard results.

OUR GOAL IS YOUR COMPLETE SATISFACTION

Yellow Jacket Drilling has become known throughout the western United States for providing high quality, safe, and cost effective drilling services.

YELLOW JACKET DRILLING SERVICES

As one of the most respected names in the industry, Yellow Jacket Drilling stands to become one of your most trusted service providers.

Yellow Jacket Drilling Services, LLC

Arizona
(602) 453-3252

California
(909) 989-8563

Colorado
(303) 243-5011

Oregon
(503) 285-2461

TSi 150T



Yellow Jacket Drilling

1-888-4YDRILL (1-888-495-3745)

yjdrilling.com

The TSi 150T manufactured by Terra Sonic International an industry leader in the design, and manufacturing of sonic drill rigs, tooling and support equipment is without question the MOST POWERFUL sonic drill rig available in the industry.

Every component on this state of the art rig has been specifically designed to take the force that the powerful sonic oscillator can produce, and then some. No other sonic rig is going to get the job done safer, faster, or more efficiently than the TSi 150T can.

The TSi 150T sonic oscillator utilizes up to 150 HP to generate powerful sonic energy in the drill string to an impressive rated depth of 700' with 6" casing; and is capable of advancing casing sizes up to 12" in diameter.

The angle or vertical capable TSi 150T is not only extremely powerful; this versatile machine is also equipped to collect split-spoon and/or SPT samples using a 140 lb. automatic sampling hammer, and if bedrock is present can easily be adapted to rotary drill, wire-line core, or conventional core using various sizes and methods.

rigspecs

Sonic Head

Oscillator Frequency – 0 to 150 Hz

Oscillator Force – 50,000 lbs.

Max Torque – 4,677 ft-lbs.

Rotational Speed – 0 to 80 rpm

Engine

John Deere tier 4 turbo charged diesel engine rated at 255 horsepower @ 2000 RPM.

Mast

Head Tilt – 87-degrees

Head Travel – 24.5'

Head Travel Speed – 0 to 180 fpm

Overall Length – 32'

Drilling Angle – Vertical to 45-degrees off vertical

Upper Jib Hoist – 2,000 lb. capacity, 150 fpm

Lower Jib Hoist – 2,000 lb. capacity, 150 fpm

Wiggle – 6" lateral swing, 6" fore/aft

Feed System – Hydraulic cylinder operated feed frame

Rod Rack – 800' of vertical mast rod storage

Breakout

Wrench – Dual cylinders on both top and bottom wrench

Wrench Size Range – 3" to 12"

Wrench Travel – 19-degree Swing

Wrench Clamp Force – Adjustable pressure preset at 34,500 lbs.

Truck

Peterbilt Model 365 (6x4) equipped with a Cummins diesel engine rated at 425 horsepower @ 1800 RPM. 20,000-lb. rated front axle and a tandem rear axle with a 40,000-lb. rating.



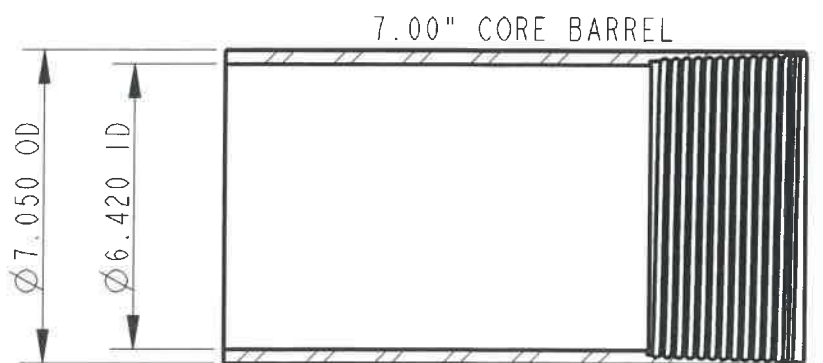
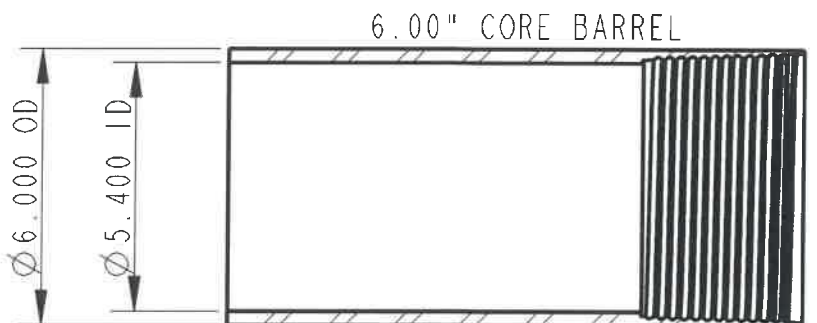
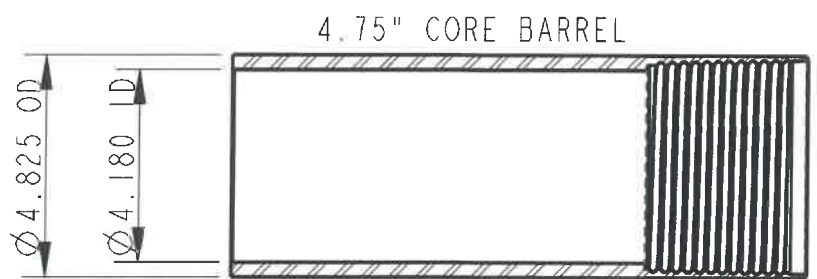
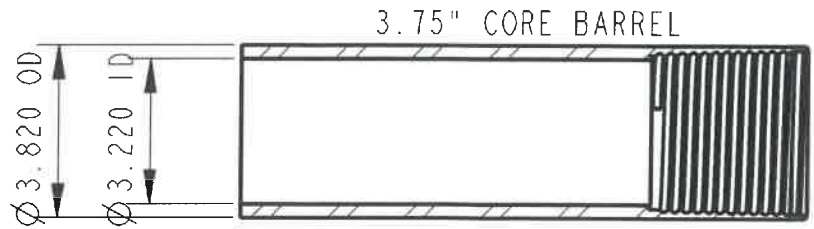
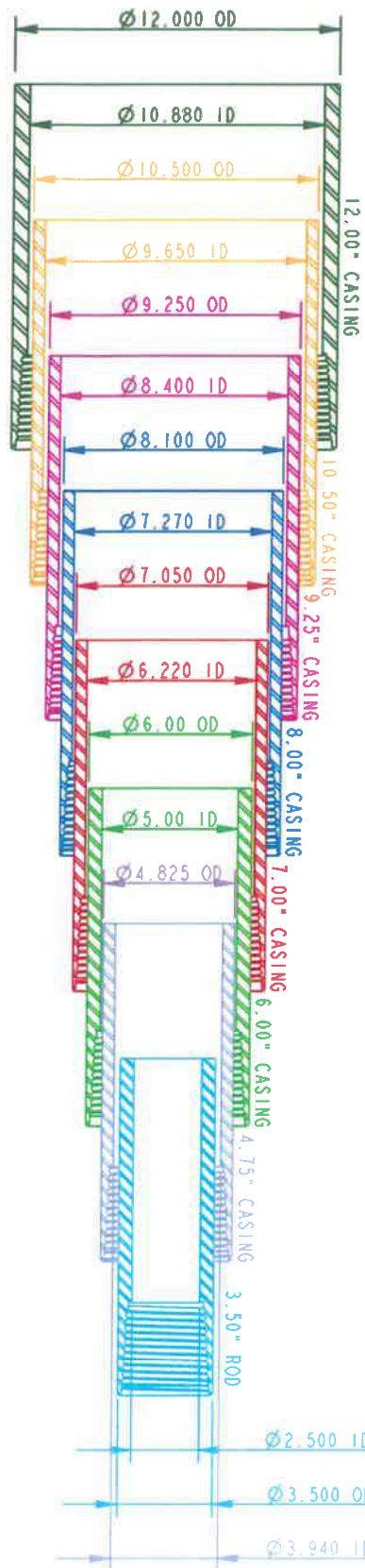
Average Dimensions & Weight

	<i>Folded</i>	<i>Unfolded</i>
Width	8' - 5"	10' - 11 1/4"
Length	33' 2 1/2"	37'
Height	12' - 9 1/8"	26' - 6"
Weight	42,000 lbs.	Ground Clearance 14"

Sonic Tooling Diameters



Rod • Casing Core Barrel



Dimensions are in inches.
Diagrams courtesy of Terra Sonic International.

Item# 24-0461
Munis Contract # ~~3204557~~
Original Contract Item# 23-0578
SWPA/GSA/Coop/RFP/ITB #: SHR000022790

**CITY OF SANTA FE
AMENDMENT No.1 TO
PROFESSIONAL SERVICES CONTRACT
ITEM#23-0578**

This AMENDMENT No.1. (the "Amendment") amends the CITY OF SANTA FE PROFESSIONAL SERVICES CONTRACT, dated September 25, 2023, (the "Contract"), between the City of Santa Fe (the "City") and INTERA Incorporated. (the "Contractor"). The date of this Amendment shall be the date when it is executed by the City and the Contractor whichever occurs last.

RECITALS:

A. Under the terms of the Contract, Contractor has agreed to provide the Ground Water Monitoring, Vapor Monitoring, Other Environmental and Engineering Services and Reporting for two City of Santa Fe closed landfills.

B. Pursuant to Article 14 of the Contract, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Contractor agree as follows:

3. COMPENSATION.

Article 3, paragraph A of the Contract is amended to increase the amount of compensation by a total of one hundred fifty thousand dollars (\$150,000) so that Article 3, paragraph A reads in its entirety as follows:

A. The City shall pay the Contractor in full payment for services satisfactorily performed as described in Exhibit "A" of the original contract. The total amount payable to the contractor under this Agreement, including gross receipts tax and expenses, shall not exceed two hundred ninety-nine thousand, four hundred eighty-nine dollars and

one cent (\$299,489.01). This amount is a maximum and not a guarantee that the work assigned to be performed by the Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying the city when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided.

4. TERM:

Article 4 of the Contract is hereby deleted in its entirety and substitute the following Article 4 in its place:


THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2025, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). The City reserves the right to renew the contract on an annual basis by mutual Agreement not to exceed a four year in accordance with NMSA 1978, §§13-1-150 through 152.

CONTRACT IN FULL FORCE.

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

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Contract as of the dates set forth below.

CITY OF SANTA FE:


Alan Webber (Jul 22, 2024 11:09 MDT)

ALAN WEBBER, MAYOR

DATE: Jul 22, 2024

CONTRACTOR:
INTERA Incorporated



JOE TRACY, VICE PRESIDENT

DATE: **May 29, 2024**

CRS# 74-3010638

Registration #227829

ATTEST:

GERALYN CARDENAS, INTERIM CITY CLERK
GB MTG 07/19/2024 *XIV*

CITY ATTORNEY'S OFFICE:

Marcos Martinez
SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



EMILY OSTER, FINANCE DIRECTOR

Signature: Marcos Martinez
Marcos Martinez (Jun 3, 2024 08:01 MDT)

Email: mdmartinez@santafenm.gov










INTERA _Amendment 1_plate_V4_12.20_.2023 _ (1) 5-9-2024-Final CAO

Final Audit Report

2024-06-03

Created:	2024-05-29
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAqLEBooZEYbPcfKmEcFcXxOKKkswBBAbn

"INTERA _Amendment 1_plate_V4_12.20_.2023_ (1) 5-9-2024-F inal CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)
2024-05-29 - 11:09:37 PM GMT- IP address: 63.232.20.2
-  Document emailed to Joseph Tracy (jtracy@intera.com) for signature
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-  Email viewed by Joseph Tracy (jtracy@intera.com)
2024-05-29 - 11:22:45 PM GMT- IP address: 74.51.214.122
-  Document e-signed by Joseph Tracy (jtracy@intera.com)
Signature Date: 2024-05-29 - 11:34:21 PM GMT - Time Source: server- IP address: 74.51.214.122
-  Document emailed to Marcos Martinez (mdmartinez@santafenm.gov) for signature
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2024-06-03 - 2:01:14 PM GMT- IP address: 76.127.57.172
-  Document e-signed by Marcos Martinez (mdmartinez@santafenm.gov)
Signature Date: 2024-06-03 - 2:01:27 PM GMT - Time Source: server- IP address: 76.127.57.172
-  Agreement completed.
2024-06-03 - 2:01:27 PM GMT



Item# 23-0578

Munis Contract# ~~3200017~~ 3204558

Albuquerque Contract SHR00022790

CITY OF SANTA FE

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT 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, § 13-1-129; 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

NOW, THEREFORE, the parties hereby agree as follows:

1. Scope of Work.

The Contractor shall provide the following services for the City and as described in Exhibit "A" attached hereto:

Four Quarters of New Mexico Environment Department Ground Water Quality Bureau, Stage 1 Abatement Plan Monitoring and Reporting for the Former Frank Ortiz Landfill, and Four Quarters of New Mexico Environment Department Solid Waste Bureau Monitoring and Reporting for the Paseo de Vista Landfill, located within Santa Fe County, New Mexico.

Site work and report deliverables to be completed in accordance with amended work plan approved by the New Mexico Environment Department, Ground Water Quality Bureau as detailed in the site Sampling and Analysis and Quality Assurance Project Plan for Waste and Vadose Zone Characterization. (Revision 3.0 dated November 2, 2019)

Stage 1 Abatement Plan Modification Surface Emissions Monitoring, Activities which were required by regulators in a notification dated September 23, 2021. The proposed schedule for Site Work and Report Deliverables including development is detailed below.

- A. 2023 3rd Quarter, Field Task
 - I. Surface Emissions Monitoring Event
 - II. Landfill Gas Monitoring Event
- B. 2023 3rd Quarter, Deliverable
 - I. Provide Letter Report with Figures and Tables summarizing Surface Emissions Monitoring, and Landfill Gas Monitoring Event results.
- C. 2023 4th Quarter Field Task
 - I. Surface Emissions Monitoring Event
 - II. Landfill Gas Monitoring Event
 - III. Groundwater Monitoring Event
 - IV. Soil Vapor Collection Event
- D. 2023 4th Quarter Deliverable
 - I. Report with Figures and Tables summarizing all field task results and evaluating Site Conditions.
- E. 2024 1st Quarter Field Tasks
 - I. Surface Emissions Monitoring Event
 - II. Landfill Gas Monitoring Event
- F. 2024 1st Quarter Deliverables
 - I. Provide Letter Report with Figures and Tables summarizing Surface Emissions Monitoring, and Landfill Gas Monitoring Event results.
- G. 2024 2nd Quarter Field Tasks
 - I. Surface Emissions Monitoring Event
 - II. Landfill Gas Monitoring Event
 - III. Soil Vapor Collection Event
 - IV. Final Benchmark Settlement Report
- H. 2024 2nd Quarter Deliverables
 - I. Report with Figures and Tables summarizing all field task results and evaluation Site Conditions

2. **Standard of Performance: Licenses.**

A. The Contractor represents that Contractor possesses the personnel, experience and knowledge necessary to perform the services described under this Agreement. The Contractor does hereby accept its designation as professional service, rendering services related to required regulatory deliverables of amended regulatory work plan provided by New Mexico Environment Department (NMED) Solid Waste Bureau, and NMED Ground Water Quality Bureau for the City, as set forth in this Agreement.

B. The Contractor agrees to obtain and maintain throughout the term of this

of the notice of termination, if the City is the terminating party, or the Contractor's sending of the notice of termination, if the Contractor is the terminating party; 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. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as determined by the City or if, during the term of this Agreement, the Contractor or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of City funds or due to the Appropriations paragraph herein. 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.

B. Termination Management. Immediately upon receipt by either the City or the Contractor of notice of termination of this Agreement, the Contractor shall: 1) not incur any further obligations for salaries, services or any other expenditure of funds under this Agreement without written approval of the City; 2) comply with all directives issued by the City in the notice of termination as to the performance of work under this Agreement; and 3) take such action as the City shall direct for the protection, preservation, retention or transfer of all property titled to the City and records generated under this Agreement. Any non-expendable personal property or equipment provided to or purchased by the Contractor with contract funds shall become property of the City upon termination and shall be submitted to the City as soon as practicable.

6. Appropriations.

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Governing Body for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Governing Body, this Agreement 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 Agreement to unilaterally reduce funding, the Contractor shall have the option to terminate the Agreement 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 Agreement. 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 Agreement or assign any claims for money due or to become due under this Agreement 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 Agreement without the prior written approval of the City. No such subcontract shall relieve the primary Contractor from its obligations and liabilities under this Agreement, nor shall any subcontract obligate direct payment from the City.

10. Release.

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

11. Confidentiality.

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

12. Product of Service – Copyright.

All materials developed or acquired by the Contractor under this Agreement shall become the property of the City and shall be delivered to the City no later than the termination date of this Agreement. Nothing developed or produced, in whole or in part, by the Contractor under this Agreement shall be the subject of an application for copyright or other claim of ownership 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 Agreement, shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement.

B. The Contractor further represents and warrants that it has complied with, and, during the term of this Agreement, will continue to comply with, and that this Agreement 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 Agreement was entered into by the parties. Contractor shall provide immediate written notice to the City if, at any time during the term of this Agreement, 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 Agreement 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 Agreement 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 Agreement to the contrary, the City may immediately terminate the Agreement.

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 Agreement 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 Agreement, 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. Penalties for violation of law.

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

17. 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 Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

18. Applicable Law.

The laws of the State of New Mexico shall govern this Agreement, 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, sec. 38-3-2. By execution of this Agreement, 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 Agreement.

19. 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 Agreement may be terminated by the City.

20. Professional Liability Insurance.

Contractor shall maintain professional liability insurance throughout the term of this Agreement 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 Agreement.

21. Other Insurance

If the services contemplated under this Agreement will be performed on or in City facilities or property, Contractor shall maintain in force during the entire term of this Agreement, 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 Agreement shall be the greater of (1) the minimum coverage and limits specified in this Agreement, 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 Agreement are sufficient to cover the obligations of Contractor hereunder.

D. Contractor shall maintain the above insurance for the term of this Agreement 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.

22. 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 Agreement's term and effect and retain them for a period of three (3) years from the date of final payment under this Agreement. 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 Agreement shall not foreclose the right of the City to recover excessive or illegal payments

23. Indemnification.

The Contractor shall defend, indemnify and hold harmless the City from all actions, proceedings, 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 Agreement, 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 Agreement. In the event that any action, suit or proceeding related to the services performed by the Contractor or any officer, agent, employee, servant or subcontractor under this Agreement 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.

24. New Mexico Tort Claims Act

Any liability incurred by the City of Santa Fe in connection with this Agreement 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 Agreement modifies or waives any provision of the New Mexico Tort Claims Act.

25. Invalid Term or Condition.

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

26. Enforcement of Agreement.

A party's failure to require strict performance of any provision of this Agreement 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 Agreement 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.

27. Notices.

Any notice required to be given to either party by this Agreement 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 (Current Shirlene E. Sitton),
1142 Siler Road
Santa Fe, NM 87507
sesitton@santafenm.gov**

To the Contractor:

**Joseph J. Tracy, INTERA Inc. Vice President
2440 Louisiana BLVD, NE, Suite 700
Albuquerque, NM 87110
jjarrard@huitt-zollars.com**

28. Authority.

If Contractor is other than a natural person, the individual(s) signing this Agreement 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 into a binding contract.

29. Merger.

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

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 Agreement as of the date of the signatures by the required approval authorities below.

CITY OF SANTA FE:

CONTRACTOR:

John Blair
John Blair (Sep 25, 2023 11:24 MDT)
JOHN BLAIR, CITY MANAGER

Joseph J. Tracy
JOSEPH J. TRACY

DATE: Sep 25, 2023

VICE PRESIDENT
TITLE

DATE: Aug 31, 2023
CRS#74-3010638

Registration #22 78 29

ATTEST:

Kristine Mihelcic
KRISTINE BUSTOS MIHELICIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Approved for Finance Dept 11, 2023 10:17 AM

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Sep 25, 2023 11:21 AM)

EMILY OSTER, FINANCE DIRECTOR
Fund 510, Obj: 5100331, Object 510300



INTERA Incorporated
2440 Lockwood Blvd, NE, Suite 700
Albuquerque, NM 87110 USA
CGL2-01100

August 25, 2023

Mr. Lawrence Garcia
Environmental Services Division (ESD)
ESD Fleet Manager
City of Santa Fe
1142 Silver Road
Santa Fe, New Mexico 87507

RE: Four Quarters of New Mexico Environment Department (NMED) Ground Water Quality Bureau (GWQB) Stage 1 Abatement Plan Monitoring and Reporting for the Former Frank Ortiz Landfill and Four Quarters of NMED Solid Waste Bureau (SWB) Monitoring and Reporting for the Paseo de Vista Landfill, Santa Fe, Santa Fe County, New Mexico – Contract Assignment

Dear Mr. Garcia,

INTERA Incorporated (INTERA) will extend the same cost for services via the City of Albuquerque Procurement Contract #SHR00022790 (Contract) which was approved on February 1, 2023 and will expire on January 1, 2027. The approval will provide the City of Santa Fe (City), groundwater monitoring, soil vapor monitoring and other environmental and engineering services for the City's two closed landfills sites (Former Frank Ortiz Landfill and Former Paseo de Vista Landfill). As you are aware, INTERA was under contract with the City for these services (Contract No. 18-0326; Munk Contract No. 3200917) which expired on June 30, 2023. INTERA has institutional knowledge of both landfills, and the regulatory requirements posed by both the NMED GWQB and the SWB which have jurisdiction of these closed landfills. The City of Albuquerque Procurement Contract No. SHR00022790 has a scope of work which meets the requirements for management of the GWQB and SWB regulations. The estimated amount utilizing the City of Albuquerque Procurement Contract to provide the required regulatory services for the City within Fiscal Year 24 is \$140,489.04 (New Mexico Gross Receipts Tax of 8.3875% included).

Scope of Work

The locations of the landfills are shown on Figure 1. The activities listed below and detailed in Table 1 will be performed throughout the four consecutive quarters from the third quarter of 2023 through the second quarter of 2024 (FY 24). All site work and report deliverables will be completed in accordance with amended work plan approved by the GWQB as detailed in the Site Sampling and Analysis and Quality Assurance Project Plan for Waste and Vadose Zone Characterization (Revision 3.0 dated November 6, 2019) and Stage 1 Abatement Plan Modification Site Surface Emissions Monitoring (SEM) Activities dated September 23, 2021. The proposed schedule for site work and report deliverable development is detailed below.

Table 1

Quarter	Field Tasks	Deliverables
2023 5 th Quarter	<ul style="list-style-type: none">• Surface Emissions Monitoring Event• Landfill Gas Monitoring Event	Letter Report with Figures and Tables summarizing SEM and LFG event results
2023 4 th Quarter	<ul style="list-style-type: none">• Surface Emissions Monitoring Event• Landfill Gas Monitoring Event• Groundwater Monitoring Event• Soil Vapor Collection Event	Report with Figures and Tables summarizing all field task results and evaluating Site conditions
2024 1 st Quarter	<ul style="list-style-type: none">• Surface Emissions Monitoring Event• Landfill Gas Monitoring Event	Letter Report with Figures and Tables summarizing SEM and LFG event results
2024 2 nd Quarter	<ul style="list-style-type: none">• Surface Emissions Monitoring Event• Landfill Gas Monitoring Event• Groundwater Monitoring Event• Soil Vapor Collection Event• <u>Final Benchmark Settlement Report</u>	Report with Figures and Tables summarizing all field task results and evaluating Site conditions

INTERA appreciates the opportunity to continue to work with ESD on this project. Please contact me at (505) 901-1184 or jtracy@intera.com with any questions.

Sincerely,
INTERA Incorporated



Joseph J. Tracy
Vice President/Principal Geologist

Enclosures:

- Figure 1 -- Landfill Locations -- Site Vicinity Map
- INTERA W-9
- INTERA Certificate of Insurance (COI)
- INTERA City of Santa Fe Business License

CENTRA



Legend
 ● Greenhouse Monitoring Well
 ● Shallow Monitoring Well
 ● Old Water Monitoring Well
 ● Greenhouse Monitoring Well (Plugged and Abandoned)
 ● Abandoned Monitoring Well
 ● Domestic Supply Well
 ● C&D Produced Waters Supply Well (Locations are indicated and shown in red on attached map)

Legend

- Greenhouse Monitoring Well
- Shallow Monitoring Well
- Old Water Monitoring Well
- Greenhouse Monitoring Well (Plugged and Abandoned)
- Abandoned Monitoring Well
- Domestic Supply Well
- C&D Produced Waters Supply Well (Locations are indicated and shown in red on attached map)

Levee Boundary

Figure 5

Site Velocity
 Former Fresh Crude Levee and
 Former de Vries Levee
 Point A, Point B, Point C, Point D, Point E, Point F, Point G, Point H, Point I, Point J, Point K, Point L, Point M, Point N, Point O, Point P, Point Q, Point R, Point S, Point T, Point U, Point V, Point W, Point X, Point Y, Point Z

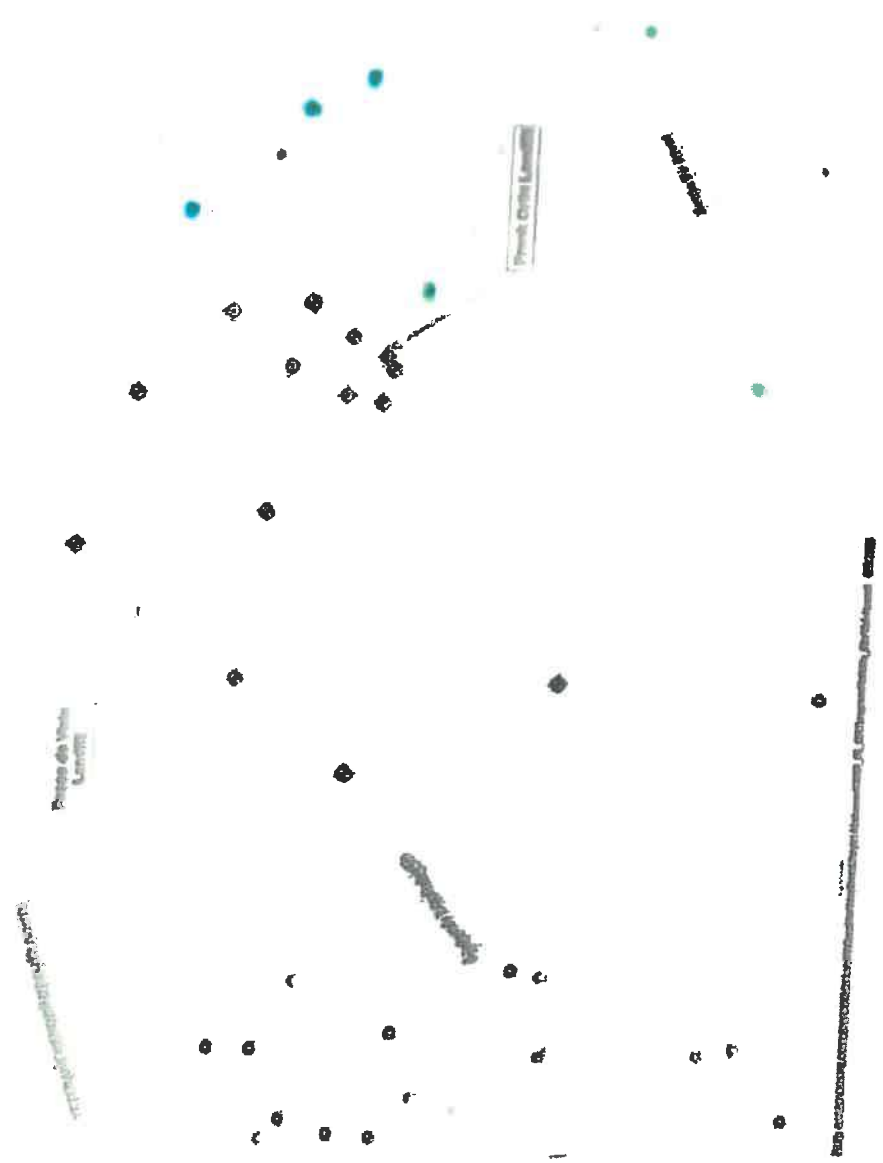


EXHIBIT "A" 1 of 18

City of Albuquerque Procurement Contract

INTERA INC
9600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78768

James Joseph
605.346.1666 x1200
jjoseph@intera.com
pealjar@intera.com

Supplier ID: 000013272

Contract ID	61800002700
Contract Dates	05/01/2023 - 01/31/2027
Contract Reference	RFB-2023-022-03W-00
Contract Maximum	\$0.00
Contract Print Date	01/19/2023
Origin	BWD
Page 1 of 15	

Description: GHG and LFG Operations

ITEM #	ITEM DESCRIPTION	Category	QTY	UOM	UNIT PRICE
1	GHG Emissions NMED Methane Monitoring Project Manager \$117.50 hourly Engineer \$222.00 hourly Technician \$126.00 hourly	98840	-	EA	0.00
2	GHG Emissions GHG Monitoring and Reporting Engineer \$222.00 hourly	98840	-	EA	0.00
3	GHG Monthly Monitoring Project Manager \$117.50 hourly Engineer \$222.00 hourly Technician \$126.00 hourly	98840	-	EA	0.00
4	GHG Quarterly Monitoring Project Manager \$117.50 hourly Engineer \$222.00 hourly Technician \$126.00 hourly	98840	-	EA	0.00
5	GHG Operations Monthly Balancing Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98840	-	EA	0.00
6	GHG Monthly Maintenance Project Manager \$222.00 Technician \$126.00	98840	-	EA	0.00
7	GHG Quarterly Maintenance Project Manager \$222.00 Technician \$126.00	98840	-	EA	0.00
8	GHG Monthly Reporting Project Manager \$222.00	98840	-	EA	0.00
9	GHG Quarterly Reporting Project Manager \$222.00	98840	-	EA	0.00
10	GHG Air Quality Semi-Annual Reporting Project Manager \$222.00	98840	-	EA	0.00
11	GHG Air Quality Annual Reporting Project Manager \$222.00	98840	-	EA	0.00
12	GHG Flare Performance Test in accordance with Authority to Construct and Title V Permit Project Manager \$222.00 Engineer \$222.00 Technician \$126.00	98840	-	EA	0.00

Purchasing Office Signature:

Janie LeBrock

**City of Albuquerque
Procurement Contract**

INTERA INC
8806 GREAT HILL TRAIL STE 300W
AUSTIN TX 78708

James Joseph
800.348.1600 x1200
joseph@intera.com
jeaster@intera.com

Contract ID	SHF000022700
Contract Dates	02/01/2022 - 01/31/2027
Contract Reference	RFP-2022-222-DSW-CG
Contract Maximum	\$0.00
Contract Print Date	01/18/2022
Origin	BWD
Page 2 of 16	

Supplier ID: 0000186272

13	GCOS Typical Repairs- Relocation of Temperature Probe on Flue Stack Project Manager \$117.50 Engineer \$222.00 Technician \$128.00	88848	-	EA	0.00
14	GCOS Typical Repairs- Remove, Calibrate, Re-Install FCI ST-95-21CTO Flow Meter (or equivalent) (once per 18 months) Project Manager \$117.50 Engineer \$222.00 Technician \$128.00	88848	-	EA	0.00
15	GCOS Typical Repairs- Remove and Send for Re-building (1) 40 HP Houston Service Industries 08108 Blower (or equivalent). Re-Install with New Belts Project Manager \$222.00 Technician \$128.00	88848	-	EA	0.00
16	GCOS Typical Repairs- Remove Old and Install New UV Flame Detector G7035A1031 (or equivalent) and/or Sensor Project Manager \$125.00 Engineer \$222.00 Technician \$128.00	88848	-	EA	0.00
17	GCOS Typical Repairs- Remove, send for Rewinding, Re-Install (1) WEG Blower Motor Model 0439EP3E324T9 40HD (or equivalent) Project Manager \$222.00 Engineer \$222.00 Technician \$128.00	88848	-	EA	0.00
18	GCOS Typical Repairs- Well Extension Project Manager \$117.50 Engineer \$222.00 Technician \$128.00	88848	-	EA	0.00
19	GCOS *Emergency Response and Reporting - Regular Business Hours Project Manager \$150.00 Engineer \$236.01 Technician \$133.87	88848	-	EA	0.00
20	GCOS *Emergency Response and Reporting - After Hours Project Manager \$150.00 Engineer \$236.01 Technician \$133.87	88848	-	EA	0.00

Purchasing Office Signature:

Travis Lee Penning

**City of Albuquerque
Procurement Contract**

INTERA INC
9999 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
 505.348.1600 x1200
 j.joseph@intera.com
 pealar@intera.com

Contract ID	61FR000022700
Contract Dates	02/01/2022 - 01/31/2027
Contract Reference	NFD-2022-923-00W-CG
Contract Maximum	\$0.00
Contract Print Date	01/19/2022
Origin	SWD

Page 5 of 11

Supplier ID: 0000198272

21	GCOS Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up Project Manager \$150.00 Engineer \$236.21 Technician \$135.77	00048	-	EA	0.00
22	LFG Transmission Pipeline Routine Operation and Maintenance Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	00048	-	EA	0.00
23	LFG Transmission Pipeline Pipeline Patroling/Leak Detection Surveys Manual patrolling annual leak detection Project Manager \$222.00 Technician \$126.00	00048	-	EA	0.00
24	LFG Transmission Pipeline Annual Reporting to the United States (US) Department of Transportation (DOT) Annual DOT/PSB Reporting Project Manager \$222.00 Engineer \$222.00	00048	-	EA	0.00
25	LFG Transmission Pipeline Annual Operations Review, Plan Updates, Training Pipeline Plan Review and Updates Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	00048	-	EA	0.00
26	LFG Transmission Pipeline Operator Training, Evaluation, Qualification Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	00048	-	EA	0.00
27	LFG Transmission Pipeline Pipeline Cleaning/Pigging in accordance with manual includes shut down, purging, pigging and start up Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	00048	-	EA	0.00
28	LFG Transmission Pipeline Abnormal Condition Response as defined by NMPRC Project Manager \$124.92 Engineer \$226.01 Technician \$133.05	00048	-	EA	0.00

Purchasing Office Signature:

**City of Albuquerque
Procurement Contract**

INTERA INC
6601 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
805.246.1698 x1208
joseph@intera.com
psalter@intera.com

Supplier ID: 0000136272

Contract ID	SHR056022700
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-023-DGW-06
Contract Maximum	\$0.00
Contract Print Date	01/17/2023
Origin	BWD
Page 4 of 16	

29	LFG Transmission Pipeline *Emergency Response and Reporting - Regular and After Business Hours Project Manager \$124.92 Engineer \$236.01 Technician \$139.95	00046	-	EA	0.00
30	LFG Transmission Pipeline *Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up Project Manager \$126.61 Engineer \$239.21 Technician \$135.77	00046	-	EA	0.00
31	Non Labor Expenses for all tasks	00046	-	EA	0.00

Title: Greenhouse Gas (GHG) and Landfill Gas (LFG) Operations, Maintenance and Monitoring at the Albuquerque Cerro Colorado Landfill (CCFL)

Term: 02/01/2023 - 01/31/2027

The City of Albuquerque shall enter into a contract for Greenhouse Gas (GHG) Emissions Monitoring and Reporting; Landfill Gas (LFG) Collection and Control System (GCCS) Operations, Maintenance, Monitoring, Reporting, Performance Tests, Repair and Emergency Responses; LFG Transmission Pipeline Operations, Maintenance, Monitoring, Testing, Reporting, Plan Review, Updates, Training, Piggng, Repair and Emergency Response; Leachate Management Monitoring, Maintenance and Reporting, and Ground Water Sampling at the City of Albuquerque Cerro Colorado Landfill (CCFL); - in accordance with the terms, conditions, and specifications set forth herein.

Non-Labor Expenses shall be allowed and applied for each group of tasks at cost.

Anytime parts or materials must be purchased or equipment rented, repaired or replaced, or subcontractors must be hired, contractor will bill City at cost.

This contract is subject to the Code of Federal Regulations. To view the Code of Federal Regulations, go to: www.ecfr.gov

Interia Inc. shall provide services required for:

- Greenhouse Gas (GHG) Emissions - Monitoring and Reporting.
- Landfill Gas (LFG) Collection and Control System (GCCS) - Operation, maintenance, monitoring, reporting, performance testing, repair and emergency response for the LFG GCCS to include the landfill open flare and all attached equipment.
- Landfill Gas (LFG) Transmission Pipeline - Operation, maintenance, monitoring, testing, reporting, plan review, updates, training, piggng, repair and emergency response for the LFG Transmission Pipeline.

Purchasing Office Signature:

Lee P. Kelly

City of Albuquerque
Procurement Contract

INTERA INC
8500 GREAT HILL TRAIL, STE 2000W
AUSTIN TX 78789

James Joseph
505.248.1699 x1200
joseph@intera.com
peabody@intera.com

Contract ID	SHR000022789
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFQ-2022-022-0507-05
Contract Maximum	\$4.00
Contract Print Date	01/18/2023
Origin	SHD
Page 5 of 15	

Supplier ID: 0000188272

Intera Inc shall perform all required monitoring and reporting necessary to prevent any non-compliance with applicable federal, state, and local regulations or pose a health or safety threat to the public or staff. Applicable federal regulations shall specifically include the requirements specified under 40 CFR Parts 60, 62 and 99 and 48 CFR 181 and 182.

GREENHOUSE GAS (GHG) EMISSIONS MONITORING AND REPORTING

The CCLF is subject to the provisions in 40 CFR 99 Subpart HH - "Mandatory Reporting of GHG for Municipal Solid Waste Landfills". The CCLF currently operates under a GHG Monitoring Plan written and submitted March 31, 2010, to demonstrate compliance with 40 CFR 99.343(a) (6). In addition to the landfill emissions, the plan identifies several stationary sources at the CCLF that require reporting under 40 CFR 99, including, but not necessarily limited to, the flare station pilot, propane heaters at the landfill office trailers and the heavy equipment shop. Annual fuel usage at these identified sources is recorded and maintained for use in calculating annual GHG Emissions for each combustion source. Per 40 CFR 99.30, none of these sources fall under the current combustion source reporting requirements (flares are categorically exempted and portable sources are not required to report).

Intera Inc shall be responsible for:

Quarterly methane monitoring using barhole probes in accordance with the Cerro Colorado Landfill's New Mexico Environment Department (NMED) approved Landfill Gas Monitoring Plan (Permit # SWM-010221, SWM-010221(SF), Volume II G, Section 6). In general, monitoring involves measuring methane levels from twelve (12) points along active cell perimeters and within six (6) structures located on landfill property using an appropriate portable gas analyzer.

All monitoring and reporting as outlined in the facility GHG Monitoring Plan and in accordance with any updates in protocols or procedures pursuant to 40 CFR 99 Subpart HH. Calculations of modeled methane generation will include:

Modeled methane generation (99.343(a)). Quantities of methane recovered for destruction (99.343(b)). Calculated methane emissions including flare destruction (99.343(c)). Calculated carbon dioxide, methane, and nitrous oxide emissions for general stationary fuel combustion sources (99.33(a) (1), (c) (1)). Quality assurance of GEN 2000 (or equivalent) in accordance with 99.344(b) (6) (ii) Annual Calibration for NMOC. Quality assurance of the Open Flare via one of the methods listed 40 CFR 99.344(b)

The issuance and quality assurance of all reports issued directly to EPA under the provisions of 40 CFR 99 Subpart HH. All reporting, both emissions and quality assurance, shall comply with the specific requirements of the EPA Region governing GHG Monitoring, and shall comply with the written GHG site specific Monitoring Plan. Two (2) hard copies and electronic versions of all reports shall be provided to the CCLF upon issuance to EPA. The annual GHG data is required to be submitted directly into the EPA eGRT (electronic Greenhouse Gas Reporting Tool). Coordination with the SWMD eGRT signatory authority is required to electronically sign and submit the report.

Purchasing Office Signature:

dlcy

City of Albuquerque
Procurement Contract

INTERA INC
9600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78758

James Joseph
505.244.1990 x1209
jjoseph@intera.com
peaffter@intera.com

Contract ID	618000022790
Contract Dates	02/01/2022 - 01/31/2027
Contract Reference	RFB-2022-382-D5W-C6
Contract Maximum	\$6.00
Contract Print Date	01/19/2023
Origin	OND
Page 6 of 16	

Supplier ID: 0000138272

LFG COLLECTION AND CONTROL SYSTEM (GCCS)

Detailed Description

At this time, the GCCS at the CCFL consists of 58 vertical extraction wells, 5 horizontal collectors and 6 leachate risers.

The landfill flare station currently in use is an LFG Specialties model PCF103018, equipped with a knock off pot, actuator valve, two (2) 40 hp. blowers with adjusting butterfly valves, flow meter, Verco flame arrester, pilot gas system, flare stack, and a Flame Troil III control center.

Expansion of the system may be necessary dependent upon emissions and applicable Air Quality regulations. A contingency has been developed and involves three (3) horizontal collectors, each approximately 1,000 feet long.

GCCS Monitoring

The Intera Inc. shall provide the required instrumentation (Gastech or Landtec GEM 5000 or equivalent) for ongoing gas analysis and data collection of the LFG system at the CCLF.

GCCS Monthly Monitoring:

As per 40 CFR Part 60 once each month the LFG collection wells shall be monitored for methane, oxygen, carbon dioxide, temperature and flow rate and shall be balanced. Appropriate adjustments shall be made and wells requiring correction shall be re-monitored as necessary to facilitate system compliance and assure adequate overall performance of the system, as outlined under 40 CFR Part 60. Visual determination of fugitive emissions from the flare shall be monitored monthly using EPA's Method 22. At the same time, record equipment hours and usage for emission units listed in Section 2, Tables 4 and 5 of Title V Permit # 0337-M1-RN1 as applicable.

GCCS Quarterly Monitoring:

(Once every three (3) months): Surface and cover penetration monitoring of the applicable portions of the CCFL shall be accomplished using either a flame ionization detector or a photo ionization detector as specified under 40 CFR 60. Areas of elevated readings shall be recorded and appropriate reporting and remediation implemented in shall order to assure ongoing compliance with any federal, state, or local regulations or established conditions. The surface emissions monitoring shall be conducted along a design pattern that traverses the landfill surface along 30 meter intervals, but only in those areas with waste in place that is more than (5) years in age.

GCCS Operation

Monthly: At least once every 30 days adjustments must be made to the flow rate at each of the LFG extraction wells based on the information obtained during monitoring of the individual wells and at the flare station itself. Adjustments shall ensure that LFG will be collected at a rate that maintains a negative gauge pressure vacuum at all wellheads without an increase in oxygen, per 40 CFR 60.751. As specified in the federal regulations, the parameters of concern are LFG composition, LFG pressure and/or vacuum, wellhead temperature, and flow velocity. Adjustments to the vacuum and subsequent flow rate at the flare station are also required in order to maintain correct balance with the extraction system.

The primary purpose of the extraction

Purchasing Office Signature:

Leahinday

City of Albuquerque
Procurement Contract

INTERA INC
8600 GREAT HILL TRAIL STE 3000
AUSTIN TX 78769

James Joseph
605.248.1900 x1200
joseph@intera.com
peaker@intera.com

Contract ID
Contract Date
Contract Reference
Contract Maximum
Contract Print Date
Origin
Page 7 of 15

618500022789
02/01/2023 - 01/31/2027
RFB-5522-222-05W-CG
\$0.00
01/11/2023
AWD

Supplier ID: 0000196272

monitoring and balancing to maintain landfill cover, cover penetration emissions, and control the possible off-site migration of LFG in order to maintain regulatory compliance. All additional adjustments required to meet the requirements outlined in the applicable CFR's must be completed in a timely fashion and must demonstrate compliance with the applicable regulations. The awarded offerer must have experience with the new provisions and the 5/15 day rules as established under the revised and updated CFR.

GCOS Maintenance

Monthly: Intera Inc. shall conduct visible inspection of all system components, to include wellheads, exposed lines, valves and port connections, and the flare system itself. Any problems noted should be immediately reported to the appropriate landfill staff, along with recommendations for repair and/or any problems noted should be immediately reported to the appropriate landfill staff, along with recommendations for repair and/or repair and replacement as needed. The contractor shall insure the proper operation of the Flame Trough Control Center and all other flare components. Contractor shall change the flare chart recorder paper a minimum of four (4) times per month and lubricate the bearings on each of the blowers twice per week, or eight (8) times per month using only the manufacturer's recommended lubricant. NOTE: The Landfill POC information will be provided at the time of award.

Quarterly: The Intera inc. shall be responsible for the following:
Monitoring the pressure drop across the mist extraction pad at maximum LFG flow, and clean the pad when the pressure drop has increased to twice the normal pressure drop for the clean pad condition.

Insure proper operation of the pneumatic valve actuator. Lubricate actuator and valve mechanism per manufacturer's recommendations.

Start the non-operating blower monthly to prevent motor or bearing freeze up.

Inspect the operational blower, listening for unusual noises and feeling for abnormal vibrations or excessive heat.

Ensure bearings on each of the blowers are lubricated as mentioned above, using only the manufacturer's recommended lubricant.

Check the pressure drop across the flame arrester. If the pressure drop exceeds two (2) inches of water column at maximum LFG flow, then the flame arrester must be cleaned according to manufacturer's recommendations.

Insure the proper operation of the propane fuel pilot ignition system, including removal and replacement of empty propane tanks, as needed.

Inspect the condition of the UV Flame detector and replace the detector if damaged or not properly functioning.

Adjust the burner tip orifice to stabilize flare operation, as required. Confirm the calibration of the thermal flow

Purchasing Office Signature:

**City of Albuquerque
Procurement Contract**

INTERA INC
9600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

JESU Joseph
512.240.1529 x1200
jesu@intera.com
pechar@intera.com

Contract ID	BMR000022790
Contract Dates	03/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-DGW-CG
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Origin	GW

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Supplier ID: 0010136272

center, using an Independent Pilot tube. Inspect the control panel and test indicator lights for proper operation, and replace bulbs as required.

GCCB Reporting

All reporting shall conform to the requirements established under 40 CFR Part 63.

Monthly Reporting: The Intera Inc. shall prepare a detailed report for the City of Albuquerque Solid Waste Management Department (SWMD) containing the emissions data collected during the previous month, and a summary of the activity performed during the previous month. Two (2) hard copies of the report and an electronic version shall be provided to the SWMD, and the information maintained on a contractor database in order to appropriately track any long term trends in the LFG collection system that would justify future operation modifications or additions. An ongoing log should be maintained of each inspection and site visit, with details of any deficiencies discovered and action taken to remedy the problems.

Quarterly Reporting: The Intera Inc. shall prepare a detailed report for the SWMD containing the data collected during the required surface and cover penetration monitoring, to include instrument calibration and a monitoring log, along with appropriate weather data and other information, as required. The report shall include all maintenance done during the previous quarters, including checks of all the system components. Two (2) hard copies of each of these reports and an electronic version shall be provided to the SWMD, and the information maintained on a contractor held database in order to appropriately track any long term trends in the surface monitoring and/or repairs and maintenance.

Air Quality Semi-Annual Reporting: Prepare and submit emission unit reports and the Certified Compliance Progress Report semi-annually in accordance with Albuquerque/Bernalillo County Air Quality Control Board Title V Operating Permit #0537-M1-RM1.

Air Quality Annual Reporting: Prepare and submit the Annual Compliance Certification and Emissions Inventory Report in accordance with Albuquerque/Bernalillo County Air Quality Control Board Title V Operating Permit #0537-M1-RM1 and the EPA Air Quality Regulations.

Performance Tests

Flare Performance Test: Within 365 days of the previous flare performance test, Bidder shall, on an annual basis, conduct a flare performance test in accordance with the Authority to Construct and Title V Permit Operating Permit #0537-M1-RM1. Task includes submission of the protocol, required notification as prescribed, and report preparation and timely submission to the governing authority/tee. Two (2) hard copies of this report and an electronic version shall be provided to the SWMD, and the information maintained on a contractor held database in order to appropriately track any long term trends in the flare performance.

GCCB Typical Repairs

- Relocation of Temperature Probes on Flare Stack
- Remove, calibrate, and re-install (once per 18 months) an FCI ST-96-21 CTO flow meter (or equivalent)
- Remove and send for re-building one (1) 49 HP Houston

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
6007 GREAT HILL TRAIL STE 300W
ALBUQU TX 75769

James Joseph
505.246.1000 x1200
joseph@intera.com
jjosher@intera.com

Contract ID	810000022780
Contract Date	6/30/2023 - 6/30/2027
Contract Reference	RFB-2023-323-DSW-C6
Contract Maximum	\$6.00
Contract Print Date	01/18/2023
Origin	SWP

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Supplier ID: 0800130272

- Service Industries 65103 Blower (or equivalent), re-installed with new belts
- Remove old and install new UV Flame Detector C7835A1691 (or equivalent) and/or sensor
- Remove, send for re-winding, re-install one (1) WEG blower motor Model 400P30224110 40HP (or equivalent)
- O&M well extension, assume electrofusion welding

Emergency Response, Reporting and Corrective Action

The Inter Inc. shall be able to respond within a 24-hour time frame to address any issues and/or repairs to the O&M and flare and associated reporting requirements. This includes trouble shooting or corrective action required on any part of the systems to be maintained as noted under Part 3, Section B. A contact list shall be provided at the time of the award, with appropriate phone numbers in order for Inter Inc. to call for assistance, as needed.

Miscellaneous Tasks, Reporting, And Meetings

Gas Control and Collection Systems are highly regulated and typically develop needs that have not been anticipated during the planning and construction process. To address unanticipated needs, this task was developed to ensure a mechanism is in place for Bidder to assist with, but not be limited to, miscellaneous meetings, the development of reports or additional plans, responses to expansions or changes in regulatory conditions.

The Bidder shall submit an hourly billing rate for any technicians or engineer's time that the contractor feels might be necessary to facilitate trouble shooting, corrective action to include required repairs, and associated reporting for any portion of the O&M.

LFG TRANSMISSION PIPELINE

The LFG Transmission Pipeline is approximately two (2) miles long and is used to convey treated LFG from the CCLF to the Metropolitan Detention Center (MDC) where it is used as a fuel source to fire boilers providing hot water and comfort heat.

Routine Operation and Maintenance (O&M):

Routine O&M includes primarily the infrastructure at the compression skid. It includes weekly site visits to confirm proper operation and check for "abnormal conditions". Routine O&M is assumed to include the following activities.

- Weekly site visits to the compression skid to review and record systems parameters, bi-weekly visits to grease components
- Cleaning/changing the filters on the condensate knock out vessels
- Adding and/or changing the glycol coolant
- Lean y-strainers
- Change oil (every three months)
- Check belt tension and replace belts as needed.
- Maintain standing water in dip trap
- Calibrate flow meters

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
8900 GREAT HILL TRAIL STE 300W
AUSTIN TX 78789

James Joseph
805.240.7600 x1269
jjoseph@intera.com
psalter@intera.com

Contract ID
Contract Dates
Contract Reference
Contract Maximum
Contract Print Date
Origin
Page 19 of 18

6HR000022760
08/01/2023 - 01/31/2027
RFP-2023-322-05W-00
\$4.00
01/18/2023
BYND

Supplier ID: 6000188272

- Clean up files
- Download electronic chart recorder data and transmit it to the SWMD.
- Measure and document LFG quality with LFG analyzer
- Confirm proper interlocks with LFG flame stick
- Confirm proper functioning of alarm interlock
- Inspect steel piping (every three years) and complete report form
- Check cathodic protection system (annually) and complete report form
- Evaluate odorization of LFG and complete report form
- Pressure relief valve inspection and testing (annually) and complete report form
- Valve inspections and testing (annually) and complete report form
- Driving inspection of the pipeline route to check surface conditions, check for exposed sections of buried pipe, and confirm that pipe markers are in place and in good condition (every two weeks)
- Provide manufacturer support of the compression stick, as needed

The deliverable to the SWMD for this task shall be completion of the above specified items and conveyance of recorded/downloaded data and report forms on a monthly basis.

Pipeline Patrolling and Leak Detection Surveys

Pipeline patrolling and leak detection surveys will be performed as specified in sections 2.5 (49 CFR 192.614) and 2.2 of the O&M manual. The manual calls for biannual pipeline patrolling and annual leak detection surveys. The Bidder will walk the pipeline route during these events and complete the report form(s). Inspections will include listening for leaks, looking for subsidence, stressed vegetation, rilling/erosion, exposed pipeline, evidence of heavy traffic in areas other than identified in the O&M manual, and the detection of LFG (during the leak detection survey). The leak detection survey will be conducted with a flame ionization detector (FID) designed to meet the sensitivity requirements of the regulators. The FID will be calibrated in the field before each use. More frequent driving inspections of the pipeline are to be performed under the Routine O&M task above.

Annual Reporting to the United States (US) Department of Transportation (DOT)

An annual report must be submitted to the US DOT on or before March 1st each year. The report must be prepared using the DOT's form no. PHMSA 7100.2-1. On behalf of the SWMD, Bidder will complete the report form and transmit it electronically to the SWMD for review, and for submission, must coordinate with SWMD Point of Contact (POC) for the City's Executive electronic signature.

Annual Operations Review, Plan Updates, And Training

This task includes the review of the O&M, Emergency Response, Integrity Management, Public Awareness and Operator Qualification Plans and amendments as needed to address changing conditions, changes in regulation and/or necessary improvements. Bidder will provide annual training to quality, regulatory and evaluate operators in accordance with the Operator Qualification Plan. Most of the re-qualifications are on two-year cycles, however, an annual budget should be planned to allow for regular evaluations of qualified

Purchasing Office Signature:

[Handwritten Signature]

City of Albuquerque
Procurement Contract

INTERA INC
9000 GREAT HILL TRAIL STE 300W
AUSTIN TX 76788

James Joseph
505.840.1600 x1209
jjoseph@intera.com
psalier@intera.com

Contract ID	547600022750
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	NFB-2022-S22-03W-C0
Contract Maximum	\$0.00
Contract Print Date	01/19/2023
Origin	BWD

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Supplier ID: 0005146272

operators and training of new staff (as required). Bidder shall include cost associated with the development and implementation of the drug testing for select Bidder employees as required by US DOT. Bidder shall also provide Public Awareness notices as required by the Public Awareness Plan.

Pipeline Cleaning

The 12-inch-high density polyethylene (HDPE) LFG transmission pipeline is constructed with pigging stations for the periodic cleaning of the pipeline. This task is designated "as needed". It is anticipated that the pipeline will not require cleaning more than twice during the term of this contract. Cleaning of the pipeline will be in accordance with the O&M manual and will include:

- Shutdown of the compression skid and pipeline (section 2.2.6 of the O&M manual).
- Purging of the pipeline in accordance with Appendix D of the O&M manual.
- Pigging of the line with a polyurethane pig.
- Start up and system monitoring to ensure proper operation.

Abnormal Condition Response

The pipeline and compression skid are designed to operate within normal specified ranges. When the system operates outside of these ranges, an "abnormal condition" is identified. The O&M manual identifies a list of abnormal conditions including:

- Low suction pressure at the LFG conditioning skid
- Low discharge pressure at the LFG conditioning skid
- High discharge pressure at the LFG conditioning skid
- Low inlet pressure at the MDC.
- High oxygen content.
- High LFG condition skid knockout pot level.
- Fire alarm at MDC.
- Methane alarm at MDC.

Identification of these conditions or notification by the MDC or SWMD of existing conditions at the MDC end of the pipeline will trigger a response as prescribed in the O&M manual. Bidder will identify and correct the condition within the scope of the contract. Once the condition has been corrected, the system will be checked daily for 5 days in accordance with 48 CFR 192.695. Intera Inc. will complete report forms and evaluation of operation as needed to develop a budget for this task. Bidder will assume one abnormal condition event each year.

Emergency Response and Reporting

This task pertains to conditions that are more extreme than or not included in the Abnormal Conditions identified above. An emergency response would be triggered by the detection of a leak, damage to the pipeline, or damage to any other portion of the infrastructure that could result in the need of an immediate

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
5909 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
(512) 432-1600 x1289
joseph@intera.com
pester@intera.com

Contract ID	SHR000022760
Contract Dates	02/01/2022 - 01/31/2027
Contract Reference	KPB-2022-322-DSW-09
Contract Maximum	\$5.00
Contract Print Date	01/18/2025
Origin	BYD

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Supplier ID: 0000138272

reaction to protect the safety of the public or SWMD personnel and contractors. The task also includes the completion of a US DOT incident report form for the SWMD to submit electronically to the US DOT.

Miscellaneous Tasks, Reporting, And Meetings

Gas transmission lines are highly regulated and typically develop needs that have not been anticipated during the planning and construction process. To address unanticipated needs, this task was developed to establish a mechanism in place for Bidder to react to, but not be limited to, miscellaneous meetings, the development of reports or additional plans, responses to expansions or changes in regulatory conditions, and issues regarding delivery to the MDC.

INTERA INC. MAY BE TASKED WITH ADDITIONAL RESPONSIBILITIES ON A TIME AND MATERIAL BASIS:

Leachate Management

In accordance with the Cerro Colorado Landfills New Mexico Environment Department (NMED) approved Leachate Management Plan (Permit # SWM-010221, SWM-010221(SF), Volume II B, Section 7), inspect leachate pond, manholes and pumps monthly. Monitor leachate production, measure and record volume and flow rates quarterly. Collect leachate samples annually. Prepare quarterly reports for submission to NMED that summarize flow rates and the volume of leachate pumped, disposal methods and disposal locations. Prepare also for submission to NMED an annual report of the sampling event that includes, but is not limited to, a summary of the event, a description of the methods used for leachate sampling, figures, tables, results, a narrative discussion, and a conclusion.

Check landfill weather station and rain collector for water and/or dust accumulation and clean as needed. Monitor software and data output, download data regularly and maintain files.

Groundwater Sampling

On an annual basis and in accordance with the CDH Smith's 2010 City of Albuquerque Cerro Colorado Groundwater Monitoring and System Plan, four monitor wells will be sampled and depth to ground water measured in each. Ensure laboratory data is sent to engineers on contract timely for NMED Solid Waste Bureau (SWB) annual reporting.

New Mexico Environment Department (NMED) Solid Waste Annual Reports
Perform quarterly inspections of all four solid waste facilities.

When Eagle Rock Convenience Center sump tank is full (two to four times/year), collect and submit wash water samples for total dissolved solids (TDS), chloride, volatile organic compounds (VOC) using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7050A or 6010B analyses by an off environmental laboratory. Compare the analytical results to the New Mexico Administrative Code (NHAC) 20.6.2.3103 groundwater standards and identify any analytes on the NHAC 20.6.2.7.T.2 toxic pollutants list that exceed groundwater standards and/or the toxic pollutants list. Determine if water is usable at CGLF for dust control and submit as part of the annual reports to NMED.

Purchasing Office Signature:

**City of Albuquerque
Procurement Contract**

INTERA INC
9000 GREAT HILL TRAIL STE 300W
AUSTIN TX 78788

James Joseph
505.248.1600 x1200
joseph@intera.com
pester@intera.com

Contract ID	SHR00002780
Contract Dates	03/01/2023 - 01/31/2027
Contract Reference	RFB-2023-323-OSW-OC
Contract Maximum	\$0.00
Contract Print Date	01/19/2023
Origin	SWD
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Supplier ID: #000146272

**Preparation and timely submission of Solid Waste and Scrap Tire Hauler Actual reports.
Assist with records completion and provide support during any NMED SWB solid waste facility inspection.**

Stormwater
Monthly inspections, reporting and revisions in accordance with the Multi-Sector General Permit (MSGP) and the Stormwater Pollution and Prevention Plans (SWPPP).

Field and/or Administrative Work
Data collection or completion required to meet any regulatory commitment.

Department Contacts:
Stephanie Phillips 505-7618152 sphillips@cabq.gov
Daniela Berardo 505-761-4326 dberardo@cabq.gov

Alternate Intera Inc. Contact:
Joe Tracy jtracy@intera.com

Purchasing Office Signature:

INTERA INC
8600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78750

James Joseph
505.266.1600 x1200
joseph@intera.com
psalter@intera.com

Supplier ID: 0000136272

**City of Albuquerque
Procurement Contract**

Contract ID	8HR000022790
Contract Dates	08/01/2023 - 01/31/2027
Contract Reference	IFB-2023-022-00W-C0
Contract Maximum	\$5.00
Contract Print Date	01/19/2023
Origin	0WD
Page 14 of 15	

Instructions to Supplier:

- Do not fill orders for goods/services not listed in this Procurement Contract.
- Orders against this Procurement Contract must be placed with a Purchase Order Release (POR).
- Do not fill orders without a POR.
- POR number must be on all invoices.

Please forward all original invoice(s) to:
City of Albuquerque
Accounting Division
PO Box 1886
Albuquerque, NM 87103

For information on invoicing and payments, please visit: <https://www.ci.abq.nm.us>

Instructions to End-User:

Do Not place orders for goods/services not listed on this Procurement Contract.
To place an order against this Procurement Contract, issue a POR prior to placing the order with the Supplier.

Purchasing Office Signature:


1.4.4

CITY OF ALBUQUERQUE TERMS AND CONDITIONS

Direct all inquiries to: City of Albuquerque, Purchasing Division, P.O. Box 1888, Albuquerque, NM 87100 or call (505) 769-0820.

1. **Contract:** By accepting work, vendor accepts all Terms and Conditions herein and agrees that, to the extent vendor hereinafter, these Terms and Conditions shall govern. These Terms and Conditions and any non-conflicting vendor terms and conditions shall constitute the Contract.

2. **Invoicing:** Department name AND purchase order number MUST be on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning the order. Send invoices, packing slips, and shipping notices P.O. Box 1888, Albuquerque, NM 87100.

3. **Payment:** City's payment terms are net 30 days unless otherwise stated. City shall not pay late fees, finance fees, or collection fees. Any vendor that accepts payments by credit card as a benefit of City must be Payment Card Industry Data Security Standard compliant.

4. **FOB Destination and Inspection:** The risk of loss, injury and destruction, and legal title to the goods remains with vendor until the goods reach the location of the City. All goods delivered are subject to inspection upon receipt by City. Department's intent will be accepted by vendor as final and conclusive on all shipments not accompanied by a packing slip. All rejected goods shall remain the property of vendor and will be returned at vendor's expense.

5. **Taxes:** Vendor is responsible for determining whether taxes are applicable to the order and for payment of the tax. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods or services to which the taxes apply.

6. **Warranty:** Vendor warrants that the goods and services furnished shall (a) conform to the specifications; (b) be free from defects in materials and workmanship; (c) be suitable for the purpose intended; (d) be new and of most current production; (e) be free from encumbrances or liens; and (f) not infringe upon or violate any copyrights or patent rights.

7. **Insurance:** Vendor agrees to comply with its state's law pertaining to workers compensation benefits for its employees. If vendor fails to comply with the applicable workers compensation law when required to do so, the Contract may be terminated by City. Vendor also agrees to procure and maintain the insurance in Albuquerque, New Mexico (Section 13) and any additional insurance coverage required by City.

8. **Default:** City reserves the right to cancel all or any part of the Contract without cost to the City if vendor fails to meet the provisions of the Contract and, and except as otherwise provided herein, to hold Vendor liable for any excess cost incurred by City due to Vendor default.

9. **Force Majeure:** Neither Vendor nor City shall be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party. Such causes include, but are not restricted to, acts of God or fire, public enemy, acts of the State or federal government, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually adverse weather and delays of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery schedule. The rights and remedies of the City provided in this paragraph shall not be exclusive and are in addition to any other rights now being provided by law or under the Contract.

10. **Termination for Lack of Appropriations:** Notwithstanding any provision in the Contract to the contrary, payments hereunder are contingent upon the Albuquerque City Council making the necessary appropriations. If sufficient appropriations are not made, the Contract may be terminated at the end of City's fiscal year upon written notice given by City to vendor. Such event shall not constitute an event of default and all payment obligations of City and all of its interest in the Contract will cease upon the date of termination. City's determination regarding appropriation shall be accepted by vendor and shall be final.

11. **Termination for Convenience:** City may terminate the Contract at any time by giving at least 30 days' written notice to the Vendor. In such event, vendor shall be paid under the terms of the Contract for all goods and/or services provided to and accepted by City, if entered or accepted by City prior to the effective date of termination.

12. **Contract Changes:** In no case shall the Contract be changed without the prior written approval of City's Chief Procurement Officer.

13. **Assignment:** Neither the Contract, nor any interest therein, nor claim thereunder, shall be assigned or transferred by vendor, except as expressly authorized in writing by City's Chief Procurement Officer or designee. No such assignment or transfer shall release vendor from the obligations and liabilities under the Contract.

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

15. **Indemnity:** Vendor agrees to defend, indemnify and hold harmless City from any and all claims, actions, suits or proceedings brought against City because of any injury or damage received or sustained by any person or property arising out of or resulting from the Contract or by reason of any asserted act or omission, neglect or misfeasance of vendor or its agents or employees or any subcontractor or its agents or employees. This indemnity shall not be limited by reason of the specification of any particular insurance coverage in the Contract. City shall not indemnify vendor.

16. **Debarment, Suspension, Ineligibility and Exclusion:** Vendor certifies (a) that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (b) should any notice of debarment, suspension, ineligibility or exclusion be received by vendor, vendor will notify City immediately.

17. **Conflict of Interest:** No officer, agent or employee of City will participate in any decision relating to the Contract which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.

18. **Interest of Contractor:** Vendor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of the terms of the Contract. Vendor will not employ any person who has any such conflict of interest in while Vendor is performing the contract.

19. **Records:** Vendor represents that it has entered into the Contract without collusion on the part of Vendor with any person or firm, without fraud and in good faith. Vendor also represents that no gratuities, in the form of entertainment, gifts or otherwise, fees, or during the term of the Contract will be offered or given by vendor or any agent or representative of vendor to any officer or employee of the City with a view towards securing the Contract or for securing more favorable treatment with respect to making any determinations with respect to performing the Contract.

20. **Audits and Inspections:** At any time during normal business hours and at such an office as City may deem necessary, there shall be made available to City for examination all of vendor's records with respect to all matters covered by the Contract. Vendor shall permit City to audit, examine, and make copies or transcripts from such records, and to make audits of all accounts, invoices, materials, payments, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. Vendor understands and will comply with City's Accountability in Government Ordinance, 55-10-1 et seq. and Inspector General Ordinance, 55-17-1 et seq. R.O.A. 1994, and also agrees to provide requested information and records and appear as a witness in hearings for City's Board of Ethics and Campaign Practices pursuant to Article XI, Section 4 of the Albuquerque City Charter.

21. **Compliance With Ethical Provisions:** Vendor certifies that it has not, either directly or indirectly, entered into action in violation of free competitive bidding and in compliance with the Ethical Contract provisions of City's Public Purchases Ordinance, 5-6-02 R.O.A. 1994.

22. **Non-discrimination:** In performing the Contract, vendor shall comply with the Federal Civil Rights Act of 1964 and Title VII of the Act and the Americans with Disabilities Act of 1990.

23. **Compliance With Laws:** In performing the Contract vendor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.

24. **Governing Law:** The Contract is governed by the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising out of the Contract is Bernalillo County, New Mexico.

25. **Federal Funding:** Procurements involving the expenditure of federal funds may be subject to mandatory applicable federal law and regulations.

Vendor Date: August 2019

**City of Albuquerque
Procurement Contract**

INTERA INC
9600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78769

James Joseph
505.248.1800 x1209
joseph@intera.com
psalter@intera.com

Supplier ID: 080018872

Contract ID	CHR00022790
Contract Dates	03/01/2023 - 01/31/2027
Contract Reference	RFB-2022-332-DSW-C8
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Origin	SWC
Page 1 of 15	

Description: GHG and LFG Operations

ITEM #	ITEM DESCRIPTION	Category	QTY	UOM	UNIT PRICE
1	GHG Emissions NMED Methane Monitoring Project Manager \$117.50 hourly Engineer \$222.00 hourly Technician \$126.00 hourly	98846	-	EA	0.00
2	GHG Emissions GHG Monitoring and Reporting Engineer \$222.00 hourly	98846	-	EA	0.00
3	GCCS Monthly Monitoring Project Manager \$117.50 hourly Engineer \$222.00 hourly Technician \$126.00 hourly	98846	-	EA	0.00
4	GCCS Quarterly Monitoring Project Manager \$117.50 hourly Engineer \$220.00 hourly Technician \$126.00 hourly	98846	-	EA	0.00
5	GCCS Operations Monthly Balancing Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
6	GCCS Monthly Maintenance Project Manager \$222.00 Technician \$126.00	98846	-	EA	0.00
7	GCCS Quarterly Maintenance Project Manager \$222.00 Technician \$126.00	98846	-	EA	0.00
8	GCCS Monthly Reporting Project Manager \$222.00	98846	-	EA	0.00
9	GCCS Quarterly Reporting Project Manager \$222.00	98846	-	EA	0.00
10	GCCS Air Quality Semi-Annual Reporting Project Manager \$222.00	98846	-	EA	0.00
11	GCCS Air Quality Annual Reporting Project Manager \$222.00	98846	-	EA	0.00
12	GCCS Flare Performance Test in accordance with Authority to Construct and Title V Permit Project Manager \$222.00 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00

Purchasing Office Signature:

Lee Brundage

**City of Albuquerque
Procurement Contract**

**INTERA INC
9600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759**

**James Joseph
505.246.1600 x1269
joseph@intera.com
psalter@intera.com**

Contract ID	6HR000022700
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-DSW-CG
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Origin	BWD

Page 2 of 16

Supplier ID: 0000136272

13	GCCS Typical Repairs- Relocation of Temperature Probe on Flare Stack Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
14	GCCS Typical Repairs- Remove, Calibrate, Re-Install FCI ST-98-21CTO Flow Meter (or equivalent) (once per 18 months) Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
15	GCCS Typical Repairs- Remove and Send for Re-building (1) 40 HP Houston Service Industries 08103 Blower (or equivalent), Re-Install with New Belts Project Manager \$222.00 Technician \$126.00	98846	-	EA	0.00
16	GCCS Typical Repairs- Remove Old and Install New UV Flame Detector C7036A1031 (or equivalent) and/or Sensor Project Manager \$125.00 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
17	GCCS Typical Repairs- Remove, send for Rewinding, Re-Install (1) WEG Blower Motor Model 0436EP3E324TS 40HD (or equivalent) Project Manager \$222.00 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
18	GCCS Typical Repairs- Well Extension Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
19	GCCS *Emergency Response and Reporting - Regular Business Hours Project Manager \$150.00 Engineer \$236.01 Technician \$133.97	98846	-	EA	0.00
20	GCCS *Emergency Response and Reporting - After Hours Project Manager \$160.00 Engineer \$236.01 Technician \$133.97	98846	-	EA	0.00

Purchasing Office Signature:

**City of Albuquerque
Procurement Contract**

INTERA BIC
9800 GREAT HILL TRAIL STE 300W
AUSTIN TX 78769

James Joseph
505.246.1600 x1209
joseph@intera.com
psalter@intera.com

Contract ID	BHR00022790
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2023-322-D5W-CG
Contract Maximum	\$0.00
Contract Print Date	01/19/2023
Origin	BWD
Page 3 of 15	

Supplier ID: 0000138272

21	GCCS *Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up Project Manager \$150.00 Engineer \$239.21 Technician \$135.77	98846	-	EA	0.00
22	LFG Transmission Pipeline Routine Operation and Maintenance Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
23	LFG Transmission Pipeline Pipeline Patroling/Leak Detection Surveys biannual patrolling annual leak detection Project Manager \$222.00 Technician \$126.00	98846	-	EA	0.00
24	LFG Transmission Pipeline Annual Reporting to the United States (US) Department of Transportation (DOT) Annual DOT/PSB Reporting Project Manager \$222.00 Engineer \$222.00	98846	-	EA	0.00
25	LFG Transmission Pipeline Annual Operations Review, Plan Updates, Training Pipeline Plan Review and Updates Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
26	LFG Transmission Pipeline Operator Training, Evaluation, Qualification Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
27	LFG Transmission Pipeline Pipeline Cleaning/Pigging in accordance with manual includes shut down, purging, pigging and start up Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	98846	-	EA	0.00
28	LFG Transmission Pipeline Abnormal Condition Response as defined by NIMPRC Project Manager \$124.92 Engineer \$235.01 Technician \$133.95	98846	-	EA	0.00

Purchasing Office Signature:

**City of Albuquerque
Procurement Contract**

INTERA INC
9609 GREAT HILL TRAIL STE 300W
AUSTIN TX 78769

James Joseph
505.248.1600 x1209
jjoseph@intera.com
psaifer@intera.com

Contract ID	SHR000022789
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-3022-322-DEW-CG
Contract Amount	\$0.00
Contract Print Date	01/19/2023
Origin	SWD
Page 4 of 15	

Supplier ID: 0000136272

28	LFG Transmission Pipeline *Emergency Response and Reporting - Regular and After Business Hours Project Manager \$124.62 Engineer \$236.01 Technician \$133.95	88846	-	EA	0.00
30	LFG Transmission Pipeline *Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up Project Manager \$126.61 Engineer \$239.21 Technician \$135.77	88846	-	EA	0.00
31	Non Labor Expenses for all tasks	88846	-	EA	0.00

Title: Greenhouse Gas (GHG) and Landfill Gas (LFG) Operations, Maintenance and Monitoring at the Albuquerque Cerro Colorado Landfill (CCFL)

Term: 02/01/2023 - 01/31/2027

The City of Albuquerque shall enter into a contract for Greenhouse Gas (GHG) Emissions Monitoring and Reporting; Landfill Gas (LFG) Collection and Control System (GCCS) Operations, Maintenance, Monitoring, Reporting, Performance Tests, Repair and Emergency Response; LFG Transmission Pipeline Operations, Maintenance, Monitoring, Testing, Reporting, Plan Review, Updates, Training, Pigging, Repair and Emergency Response; Leachate Management Monitoring, Maintenance and Reporting, and Ground Water Sampling at the City of Albuquerque Cerro Colorado Landfill (CCFL); - in accordance with the terms, conditions, and specifications set forth herein.

Non-Labor Expenses shall be allowed and applied for each group of tasks at cost.

Anytime parts or materials must be purchased or equipment rented, repaired or replaced, or subcontractors must be hired, contractor will bill City at cost.

This contract is subject to the Code of Federal Regulations. To view the Code of Federal Regulations, go to: www.ecfr.gov

Intera Inc. shall provide services required for:

- Greenhouse Gas (GHG) Emissions - Monitoring and Reporting.
- Landfill Gas (LFG) Collection and Control System (GCCS) - Operation, maintenance, monitoring, reporting, performance testing, repair and emergency response for the LFG GCCS to include the landfill open flare and all attached equipment.
- Landfill Gas (LFG) Transmission Pipelines - Operation, maintenance, monitoring, testing, reporting, plan review, updates, training, pigging, repair and emergency response for the LFG Transmission Pipelines.

Purchasing Office Signature:

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City of Albuquerque
Procurement Contract

INTERA INC
5500 GREAT HILL TRAIL STE 300W
AUSTIN TX 78769

James Joseph
595.246.1600 x1209
jjoseph@intera.com
jgalt@intera.com

Contract ID	64R000022706
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-OSW-CO
Contract Maximum	\$6.00
Contract Print Date	01/19/2023
Origin	SWD
Page 5 of 15	

Supplier ID: 0000130272

Intera Inc shall perform all required monitoring and reporting necessary to prevent any non-compliance with applicable federal, state, and local regulations or pose a health or safety threat to the public or staff. Applicable federal regulations shall specifically include the requirements specified under 40 CFR Parts 60, 62 and 98 and 49 CFR 191 and 192.

GREENHOUSE GAS (GHG) EMISSIONS MONITORING AND REPORTING

The CCLF is subject to the provisions in 40 CFR 98 Subpart HH - "Mandatory Reporting of GHG for Municipal Solid Waste Landfills". The CCLF currently operates under a GHG Monitoring Plan written and submitted March 31, 2010, to demonstrate compliance with 40 CFR 98.3(g) (5). In addition to the landfill emissions, the plan identifies several stationary sources at the CCLF that require reporting under 40 CFR 98, including, but not necessarily limited to, the flare station pilot, propane heaters at the landfill office trailers and the heavy equipment shop. Annual fuel usage at these identified sources is recorded and maintained for use in calculating annual GHG Emissions for each combustion source. Per 40 CFR 98.30, none of these sources fall under the current combustion source reporting requirements (flares are categorically exempted and portable sources are not required to report).

Intera Inc shall be responsible for:

Quarterly methane monitoring using barhole probes in accordance with the Cerro Colorado Landfill's New Mexico Environment Department (NMED) approved Landfill Gas Monitoring Plan (Permit # SWM-010221, SWM-010221(SF), Volume II B, Section 6). In general, monitoring involves measuring methane levels from twelve (12) points along active cell perimeters and within six (6) structures located on landfill property using an appropriate portable gas analyzer.

All monitoring and reporting as outlined in the facility GHG Monitoring Plan and in accordance with any updates in protocols or procedures pursuant to 40 CFR 98 Subpart HH. Calculations of modeled methane generation will include:

Modeled methane generation (98.343(a)). Quantities of methane recovered for destruction (98.343(b)). Calculated methane emissions including flare destruction (98.343(c)). Calculated carbon dioxide, methane, and nitrous oxide emissions for general stationary fuel combustion sources (98.33(a) (1), (c) (1)). Quality assurance of GEM 2000 (or equivalent) in accordance with 98.344(b) (5) (ii)-Annual Calibration for NMOC. Quality assurance of the Open Flare via one of the methods listed 40 CFR 98.344(b)

The issuance and quality assurance of all reports issued directly to EPA under the provisions of 40 CFR 98 Subpart HH. All reporting, both emissions and quality assurance, shall comply with the specific requirements of the EPA Region governing GHG Monitoring, and shall comply with the written GHG site specific Monitoring Plan. Two (2) hard copies and electronic versions of all reports shall be provided to the CCLF upon issuance to EPA. The annual GHG data is required to be submitted directly into the EPA eGRT (electronic Greenhouse Gas Reporting Tool). Coordination with the SWMD eGRT signatory authority is required to electronically sign and submit the report.

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
9500 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
505.246.1600 x1209
jjoseph@intera.com
psalter@intera.com

Contract ID	SHR000022790
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-DSW-CG
Contract Maximum	\$6.00
Contract Print Date	01/19/2023
Origin	EWD

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Supplier ID: 0000136272

LFG COLLECTION AND CONTROL SYSTEM (GCCS)

Detailed Description

At this time, the GCCS at the CCFL consists of 58 vertical extraction wells, 5 horizontal collectors and 6 Isachate risers.

The landfill flare station currently in use is an LFG Specialist model PCF103018, equipped with a knock off pot, actuator valve, two (2) 40 hp. blowers with adjusting butterfly valves, flow meter, Varac flame arrester, pilot gas system, flare stack, and a Flame Trol III control center.

Expansion of the system may be necessary dependent upon emissions and applicable Air Quality regulations. A contingency has been developed and involves three (3) horizontal collectors, each approximately 1,000 feet long.

GCCS Monitoring

The Intera Inc. shall provide the required instrumentation (Gastech or Landtec GEM 5000 or equivalent) for ongoing gas analysis and data collection of the LFG system at the CCFL.

GCCS Monthly Monitoring:

As per 40 CFR Part 60 once each month the LFG collection wells shall be monitored for methane, oxygen, carbon dioxide, temperature and flow rate and shall be balanced. Appropriate adjustments shall be made and wells requiring correction shall be re-monitored as necessary to facilitate system compliance and assure adequate overall performance of the system, as outlined under 40 CFR Part 60. Visual determination of fugitive emissions from the flare shall be monitored monthly using EPA's Method 22. At the same time, record equipment hours and usage for emission units listed in Section 2, Tables 4 and 6 of Title V Permit # 0537-M1-RN1 as applicable.

GCCS Quarterly Monitoring:

(Once every three (3) months): Surface and cover penetration monitoring of the applicable portions of the CCFL shall be accomplished using either a flame ionization detector or a photo ionization detector as specified under 40 CFR 60. Areas of elevated readings shall be recorded and appropriate reporting and remediation implemented in shall order to assure ongoing compliance with any federal, state, or local regulations or established conditions. The surface emissions monitoring shall be conducted along a design pattern that traverses the landfill surface along 30 meter intervals, but only in those areas with waste in place that is more than (5) years in age.

GCCS Operation

Monthly: At least once every 30 days adjustments must be made to the flow rate at each of the LFG extraction wells based on the information obtained during monitoring of the individual wells and at the flare station itself. Adjustments shall ensure that LFG will be collected at a rate that maintains a negative gauge pressure vacuum at all wellheads without an increase in oxygen, per 40 CFR 60.751. As specified in the federal regulations, the parameters of concern are LFG composition, LFG pressure and/or vacuum, wellhead temperature, and flow velocity. Adjustments to the vacuum and subsequent flow rate at the flare station are also required in order to maintain correct balance with the extraction system.

The primary purpose of the extraction

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key

City of Albuquerque
Procurement Contract

INTERA INC
8800 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
605.246.1600 x1200
joseph@intera.com
paul@intera.com

Contract ID	SHR000022780
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-DSW-CG
Contract Maximum	\$0.60
Contract Print Date	01/16/2023
Orig. In	8WD

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Supplier ID: 0005136272

monitoring and balancing is to minimize landfill surface, cover penetration emissions, and control the possible off-site migration of LFG in order to maintain regulatory compliance. All additional adjustments required to meet the requirements outlined in the applicable CFR's must be completed in a timely fashion and must demonstrate compliance with the applicable regulations. The awarded offeror must have experience with the new provisions and the 5/15 day rules as established under the revised and updated CFR.

GCCS Maintenance

Monthly: Intera Inc. shall conduct visible inspection of all system components, to include wellheads, exposed lines, valves and port connections, and the flare system itself. Any problems noted should be immediately reported to the appropriate landfill staff, along with recommendations for repair and/or any problems noted should be immediately reported to the appropriate landfill staff, along with recommendations for repair and/or repair and replacement as needed. The contractor shall insure the proper operation of the Flame Trehl Control Center and all other flare components. Contractor shall change the flare chart recorder paper a minimum of four (4) times per month and lubricate the bearings on each of the blowers twice per week, or eight (8) times per month using only the manufacturer's recommended lubricant. NOTE: The Landfill POC information will be provided at the time of award.

Quarterly: The Intera Inc. shall be responsible for the following:
Monitoring the pressure drop across the mist extraction pad at maximum LFG flow, and clean the pad when the pressure drop has increased to twice the normal pressure drop for the clean pad condition.

Insure proper operation of the pneumatic valve actuator. Lubricate actuator and valve mechanism per manufacturer's recommendations.

Start the non-operating blower monthly to prevent motor or bearing freeze up.

Inspect the operational blower, listening for unusual noises and feeling for abnormal vibrations or excessive heat.

Ensure bearings on each of the blowers are lubricated as mentioned above, using only the manufacturer's recommended lubricant.

Check the pressure drop across the flame arrester. If the pressure drop exceeds two (2) inches of water column at maximum LFG flow, then the flame arrester must be cleaned according to manufacturer's recommendations.

Insure the proper operation of the propane fuel pilot ignition system, including removal and replacement of empty propane tanks, as needed.

Inspect the condition of the UV Flame detector and replace the detector if damaged or not properly functioning.

Adjust the burner tip orifice to stabilize flare operation, as required. Confirm the calibration of the thermal flow

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City of Albuquerque
Procurement Contract

INTERA INC
9900 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
865.840.1600 x1209
jjoseph@intera.com
psafor@intera.com

Contract ID	SHR000022700
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-D&W-CO
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Orig. In	SWD
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Supplier ID: 0000198272

sensor, using an independent Pitot tube. Inspect the control panel and test indicator lights for proper operation, and replace bulbs as required.

GCCS Reporting

All reporting shall conform to the requirements established under 40 CFR Part 63.

Monthly Reporting: The Intera Inc. shall prepare a detailed report for the City of Albuquerque Solid Waste Management Department (SWMD) containing the emissions data collected during the previous month, and a summary of the activity performed during the previous month. Two (2) hard copies of the report and an electronic version shall be provided to the SWMD, and the information maintained on a contractor database in order to appropriately track any long term trends in the LFG collection system that would justify future operation modifications or additions. An ongoing log should be maintained of each inspection and site visit, with details of any deficiencies discovered and actions taken to remedy the problems.

Quarterly Reporting: The Intera Inc. shall prepare a detailed report for the SWMD containing the data collected during the required surface and cover penetration monitoring, to include instrument calibration and a monitoring log, along with appropriate weather data and other information, as required. The report shall include all maintenance done during the previous quarters, including checks of all the system components. Two (2) hard copies of each of these reports and an electronic version shall be provided to the SWMD, and the information maintained on a contractor held database in order to appropriately track any long term trends in the surface monitoring and/or repairs and maintenance.

Air Quality Semi-Annual Reporting: Prepare and submit emission unit reports and the Certified Compliance Progress Report semi-annually in accordance with Albuquerque/Bernalillo County Air Quality Control Board Title V Operating Permit #0537-M1-RN1 .

Air Quality Annual Reporting: Prepare and submit the Annual Compliance Certification and Emissions Inventory Report in accordance with Albuquerque/Bernalillo County Air Quality Control Board Title V Operating Permit #0537-M1-RN1 and the EPA Air Quality Regulations.

Performance Tests

Flare Performance Test: Within 365 days of the previous flare performance test, Bidder shall, on an annual basis, conduct a flare performance test in accordance with the Authority to Construct and Title V Permit Operating Permit #0537-M1-RN1 . Task includes submission of the protocol, required notification as prescribed, and report preparation and timely submission to the governing authority/ies. Two (2) hard copies of this report and an electronic version shall be provided to the SWMD, and the information maintained on a contractor held database in order to appropriately track any long term trends in the flare performance.

GCCS Typical Repairs

- Release of Temperature Probe on Flare Stack
- Remove, calibrate, and re-install (once per 18 months) an FCI 6T-98-21 CTO flow meter (or equivalent)
- Remove and send for re-building one (1) 40 HP Houston

Purchasing Office Signature:

Lee Bradley

City of Albuquerque
Procurement Contract

INTERA INC
8800 GREAT HILL TRAIL STE 300W
AUSTIN TX 78798

James Joseph
805.248.1600 x1209
jjoseph@intera.com
psaifer@intera.com

Contract ID
Contract Dates
Contract Reference
Contract Maximum
Contract Print Date
Origin
Page 9 of 18

SHR00022700
02/01/2023 - 01/31/2027
RFB-2022-322-DSW-CO
\$6.00
01/19/2023
SWD

Supplier ID: 0000130272

- Service Industries 08105 Blower (or equivalent), re-install with new belts
- Remove old and install new UV Flame Detector C703EA1031 (or equivalent) and/or sensor
- Remove, send for re-winding, re-install one (1) WEG blower motor Model 436EP3E324TS 40HP (or equivalent)
- GSSC well extension, assume electrofusion welding

Emergency Response, Reporting and Corrective Action

The Intera Inc. shall be able to respond within a 24-hour time frame to address any issues and/or repairs to the GCCS and flare and associated reporting requirements. This includes trouble shooting or corrective action required on any part of the systems to be maintained as listed under Part 3, Section B. A contact list shall be provided at the time of the award, with appropriate phone numbers in order for landfill staff to call for assistance, as needed.

Miscellaneous Tasks, Reporting, And Meetings

Gas Control and Collection Systems are highly regulated and typically develop needs that have not been anticipated during the planning and construction process. To address unanticipated needs, this task was developed to ensure a mechanism is in place for Bidder to assist with, but not be limited to, miscellaneous meetings, the development of reports or additional plans, responses to expansions or changes in regulatory conditions.

The bidder shall submit an hourly billing rate for any technicians or engineer's time that the contractor feels might be necessary to facilitate trouble shooting, corrective action to include required repairs, and associated reporting for any portion of the GCCS.

LFG TRANSMISSION PIPELINE

The LFG Transmission Pipeline is approximately two (2) miles long and is used to convey treated LFG treated from the CCLF to the Metropolitan Detention Center (MDG) where it is used as a fuel source to fire boilers providing hot water and comfort heat.

Routine Operation and Maintenance (O&M):

Routine O&M includes primarily the infrastructure at the compression skid. It includes weekly site visits to confirm proper operation and check for "abnormal conditions". Routine O&M is assumed to include the following activities.

- Weekly site visits to the compression skid to review and record systems parameters, bi-weekly visits to grease components
- Cleaning/changing the filters on the condensate knock out vessels
- Adding and/or changing the glycol coolant
- Lean y-cirralners
- Change oil (every three months)
- Check belt tension and replace belts as needed.
- Maintain standing water in dip trap
- Calibrate flow meters

Purchasing Office Signature:

Lea Buckley

City of Albuquerque
Procurement Contract

INTERA INC
6600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
505.246.1000 x1209
joseph@intera.com
psalter@intera.com

Supplier ID: 0000136272

Contract ID	BHFD00022760
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-323-DBW-CG
Contract Maximum	\$0.00
Contract Print Date	01/10/2023
Origin	SWD
Page 10 of 16	

- Clean air filters
- Download electronic chart recorder data and transmit it to the SWMD.
- Measure and document LFG quality with LFG analyzer
- Confirm proper interlocks with LFG flare skid
- Confirm proper functioning of alarm interlock
- Inspect steel piping (every three years) and complete report form
- Check cathodic protection system (annually) and complete report form
- Evaluate odorization of LFG and complete report form
- Pressure relief valve inspection and testing (annually) and complete report form
- Valve inspections and testing (annually) and complete report form
- Driving inspection of the pipeline route to check surface conditions, check for exposed sections of buried pipe, and confirm that pipe markers are in place and in good condition (every two weeks)
- Provide manufacturer support of the compression skid, as needed

The deliverable to the SWMD for this task shall be completion of the above specified items and conveyance of recorded/downloaded data and report forms on a monthly basis.

Pipeline Patrolling and Leak Detection Surveys

Pipeline patrolling and leak detection surveys will be performed as specified in sections 2.6 (49 CFR 192.614) and 3.2 of the O&M manual. The manual calls for biannual pipeline patrolling and annual leak detection surveys. The Bidder will walk the pipeline route during these events and complete the report form(s). Inspections will include listening for leaks, looking for subsidence, stressed vegetation, rilling/erosion, exposed pipeline, evidence of heavy traffic in areas other than identified in the O&M manual, and the detection of LFG (during the leak detection survey). The leak detection survey will be conducted with a flame ionization detector (FID) designed to meet the sensitivity requirements of the regulations. The FID will be calibrated in the field before each use. More frequent driving inspections of the pipeline are to be performed under the Routine O&M task above.

Annual Reporting to the United States (US) Department of Transportation (DOT)

An annual report must be submitted to the US DOT on or before March 15th each year. The report must be prepared using the DOT's form no. PHMSA 7100.2-1. On behalf of the SWMD, Bidder will complete the report form and transmit it electronically to the SWMD for review, and for submission, must coordinate with SWMD Point of Contact (POC) for the City's Executive electronic signature.

Annual Operations Review, Plan Updates, And Training

This task includes the review of the O&M, Emergency Response, Integrity Management, Public Awareness and Operator Qualification Plans and amendments as needed to address changing conditions, changes in regulation and/or necessary improvements. Bidder will provide annual training to qualify, requalify and evaluate operators in accordance with the Operator Qualification Plan. Most of the re-qualifications are on two-year cycles, however, an annual budget should be planned to allow for regular evaluations of qualified

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
5600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78758

James Joseph
605.248.1600 x1208
jjoseph@intera.com
psalter@intera.com

Contract ID	SHR060022780
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2023-322-DSW-CG
Contract Maximum	\$8.00
Contract Print Date	01/18/2023
Origin	SW
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Supplier ID: 0000138272

operators and training of new staff (as required). Bidder shall include costs associated with the development and implementation of the drug testing for select Bidder employees as required by US DOT. Bidder shall also provide Public Awareness notices as required by the Public Awareness Plan.

Pipeline Cleaning

The 12-inch-high density polyethylene (HDPE) LFG transmission pipeline is constructed with pigging stations for the periodic cleaning of the pipeline. This task is designated "as needed". It is anticipated that the pipeline will not require cleaning more than twice during the term of this contract. Cleaning of the pipeline will be in accordance with the O&M manual and will include:

- Shutdown of the compression skid and pipeline (section 2.2.5 of the O&M manual).
- Purging of the pipeline in accordance with Appendix D of the O&M manual.
- Pigging of the line with a polyurethane pig.
- Start up and system monitoring to ensure proper operation.

Abnormal Condition Response

The pipeline and compression skid are designed to operate within normal specified ranges. When the system operates outside of these ranges, an "abnormal condition" is identified. The O&M manual identifies a list of abnormal conditions including:

- Low suction pressure at the LFG conditioning skid
- Low discharge pressure at the LFG conditioning skid.
- High discharge pressure at the LFG conditioning skid.
- Low inlet pressure at the MDC.
- High oxygen content.
- High LFG condition skid knockout pot level.
- Fire alarm at MDC.
- Methane alarm at MDC.

Identification of these conditions or notification by the MDC or SWMD of existing conditions at the MDC end of the pipeline will trigger a response as prescribed in the O&M manual. Bidder will identify and correct the condition within the scope of the contract. Once the condition has been corrected, the system will be checked daily for 5 days in accordance with 49 CFR 192.605. Intera Inc. will complete report forms and evaluation of operation as needed to develop a budget for this task. Bidder will assume one abnormal condition event each year.

Emergency Response and Reporting

This task pertains to conditions that are more extreme than or not included in the Abnormal Conditions identified above. An emergency response would be triggered by the detection of a leak, damage to the pipeline, or damage to any other portion of the infrastructure that could result in the need of an immediate

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
8800 GREAT HILL TRAIL STE 300W
AUSTIN TX 78759

James Joseph
505.246.1600 x1209
joseph@intera.com
pealer@intera.com

Supplier ID: 0006136272

Contract ID	SHR000022700
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2023-323-D&W-CG
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Orig In	BWD
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reaction to protect the safety of the public or SWMB personnel and contractors. The task also includes the completion of a US DOT incident report form for the SWMB to submit electronically to the US DOT.

Miscellaneous Tasks, Reporting, And Meetings

Gas transmission lines are highly regulated and typically develop needs that have not been anticipated during the planning and construction process. To address unanticipated needs, this task was developed to ensure a mechanism is in place for Bidder to assist with, but not be limited to, miscellaneous meetings, the development of reports or additional plans, responses to expansions or changes in regulatory conditions, and issues regarding delivery to the MDC.

INTERA INC. MAY BE TASKED WITH ADDITIONAL RESPONSIBILITIES ON A TIME AND MATERIAL BASIS:

Leachate Management

In accordance with the Cerro Colorado Landfill's New Mexico Environment Department (NMED) approved Leachate Management Plan (Permit # SWM-010221, SWM-010221(SP), Volume II B, Section 7), inspect leachate pond, manholes and pumps monthly. Monitor leachate production, measure and record volume and flow rates quarterly. Collect leachate samples annually. Prepare quarterly reports for submission to NMED that summarize flow rates and the volume of leachate pumped, disposal methods and disposal locations. Prepare also for submission to NMED an annual report of the sampling event that includes, but is not limited to, a summary of the event, a description of the methods used for leachate sampling, figures, tables, results, a narrative discussion, and a conclusion.

Check landfill weather station and rain collector for water and/or dust accumulation and clean as needed. Monitor software and data output, download data regularly and maintain files.

Groundwater Sampling

On an annual basis and in accordance with the GDM Smith's 2010 City of Albuquerque Cerro Colorado Groundwater Monitoring and System Plan, four monitor wells will be sampled and depth to ground water measured in each. Ensure laboratory data is sent to engineers on contract timely for NMED Solid Waste Bureau (SWB) annual reporting.

New Mexico Environment Department (NMED) Solid Waste Annual Reports

Perform quarterly inspections of all four solid waste facilities. When Eagle Rock Convenience Center sump tank is full (two to four times/year), collect and submit wash water samples for total dissolved solids (TDS), chloride, volatile organic compounds (VOC) using EPA method 8260, semi-volatile organics using EPA method 8270C, and metals using EPA method 7000A or 6010S analyses by on call environmental laboratory. Compare the analytical results to the New Mexico Administrative Code (NMAC) 20.6.2.3103 groundwater standards and identify any analytes on the NMAC 20.6.2.7.T.2 toxic pollutants list that exceed groundwater standards and/or the toxic pollutants list. Determine if water is usable at CCLF for dust control and submit as part of the annual reports to NMED.

Purchasing Office Signature:

City of Albuquerque
Procurement Contract

INTERA INC
6600 GREAT HILL TRAIL STE 300W
AUSTIN TX 78768

James Joseph
505.246.1688 x1208
joseph@intera.com
pealier@intera.com

Contract ID	SHR08022760
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2023-323-DSW-CG
Contract Maximum	\$5.00
Contract Print Date	01/19/2023
Origin	GRD
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Supplier ID: 0000136272

Preparation and timely submission of Solid Waste and Scrap Tire Hauler Annual reports.
Assist with records completion and provide support during any NMED SWB solid waste facility inspection.

Stormwater

Monthly inspections, reporting and revisions in accordance with the Multi-Sector General Permit (MSGP) and the Stormwater Pollution and Prevention Plans (SWPPP).

Field and/or Administrative Work

Data collection or compilation required to meet any regulatory commitment.

Department Contacts:

Stephanie Phillips 505-761-1512 ephilips@cabq.gov
Daniela Berardelli 505-761-8326 dberardelli@cabq.gov

Alternate Intera Inc. Contact:

Joe Tracy jtracy@intera.com

Purchasing Office Signature:

Lee Bradley

**City of Albuquerque
Procurement Contract**

INTERA INC
8800 GREAT HILL TRAIL STE 300W
AUSTIN TX 78769

James Joseph
505.346.1600 x1286
joseph@intera.com
psalter@intera.com

Contract ID	SHR000022780
Contract Dates	02/01/2022 - 01/31/2027
Contract Reference	RFB-2022-322-05W-CG
Contract Maximum	\$0.00
Contract Print Date	01/18/2023
Origin	SWD

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Supplier ID: 6000136272

Instructions to Supplier:

- **Do not place orders for goods/services not listed in this Procurement Contract.**
- **Orders against this Procurement Contract must be placed with a Purchase Order Release (POR).**
- **Do not place orders without a POR.**
- **POR number must be on all invoices.**

Please forward all original invoices to:
City of Albuquerque
Accounting Division
PO Box 1005
Albuquerque, NM 87103

For information on invoicing and payments, please visit: <https://www.cabq.gov/ifa/accounting/how-do-i-get-paid>

Instructions to End-User:

Do Not place orders for goods/services not listed on this Procurement Contract.
To place an order against this Procurement Contract, issue a POR prior to placing the order with the Supplier.

Purchasing Office Signature: _____

J. R. H.

CITY OF ALBUQUERQUE TERMS AND CONDITIONS

Direct inquiries to: City of Albuquerque, Purchasing Director, P.O. Box 1200, Albuquerque, NM 87100 or call (505) 769-3020.

1. **Contract:** By commencing work, vendor accepts all Terms and Conditions herein and agrees that, in the event vendor terms conflict, these Terms and Conditions shall govern. These Terms and Conditions and any non-conflicting vendor terms and conditions shall constitute the Contract.
2. **Invoicing:** Department name AND purchase order number MUST be on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning the order. Send invoices, notices and shipments to: Accounting, P.O. Box 1200, Albuquerque, NM 87100.
3. **Payment:** City's payment terms are net 30 days unless otherwise stated. City shall not pay late fees, service fees, or collection fees. Any vendor that accepts payments by credit card on behalf of City must be Payment Card Industry Data Security Standard compliant.
4. **FOB Destination and Inspection:** The risk of loss, injury and destruction, and legal title to the goods remains with vendor until the goods reach the location of the City. All goods delivered are subject to inspection upon receipt by City. Department's receipt will be accepted by vendor as final and conclusive on all shipments not accompanied by a packing slip. All rejected goods shall remain the property of vendor and will be returned at vendor's expense.
5. **Taxes:** Vendor is responsible for determining whether taxes are applicable to the order and for payment of the tax. Applicable taxes are to be included in each invoice due and may not be billed more than sixty (60) days after providing the goods or services to which the taxes apply.
6. **Warranty:** Vendor warrants that the goods and services furnished shall (a) conform to the specifications; (b) be free from defects in materials and workmanship; (c) be suitable for the purpose intended; (d) be one of the most current production; (e) be free from security interests or liens; and (f) not infringe upon or violate any copyright or patent rights.
7. **Insurance:** Vendor agrees to comply with its state's law pertaining to workers' compensation benefits for its employees. If vendor fails to comply with the applicable workers' compensation law when required to do so, the Contract may be terminated by City. Vendor also agrees to process and maintain the business in <https://www.cisco.com/c/en/us/products/cisco-secure-networking.html> and any additional insurance coverage requested by City.
8. **Default:** City reserves the right to cancel all or any part of the Contract without cost to the City if vendor fails to meet the provisions of the Contract and, and accept as otherwise provided herein, to hold Vendor liable for any excess cost incurred by City due to vendor default.
9. **Force Majeure:** Neither Vendor nor City shall be liable for failure to perform its obligations under the Contract due to causes beyond the control and without the fault or negligence of either party. 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 delays of subcontractors due to any of the above, unless City shall determine that the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit vendor to meet the required delivery schedule. The rights and remedies of the City provided in this paragraph shall not be exhausted and are in addition to any other rights now being provided by law or under the Contract.
10. **Termination for Lack of Appropriations:** Notwithstanding any provision in the Contract to the contrary, payments hereunder are contingent upon the Albuquerque City Council making the necessary appropriations. If sufficient appropriations are not made, the Contract may be terminated at the end of City's then current fiscal year upon written notice given by City to vendor. Such event shall not constitute an event of default and all payment obligations of City and all of its interest in the Contract will cease upon the date of termination. City's determination regarding appropriation shall be accepted by vendor and shall be final.
11. **Termination for Convenience:** City may terminate the Contract at any time by giving at least 30 days' written notice to the Vendor. In such event, vendor shall be paid under the terms of the Contract for all goods and/or services provided to and accepted by City, if ordered or accepted by City prior to the effective date of termination.
12. **Contract Changes:** In no case shall the Contract be changed without the prior written approval of City's Chief Procurement Officer.
13. **Assignments:** Neither the Contract, nor any interest therein, nor shall thereunder, shall be assigned or transferred by vendor, except as expressly authorized in writing by City's Chief Procurement Officer or designee. No such assignment or transfer shall release vendor from its obligations and liabilities under the Contract.
14. **City Furnished Property:** City furnished property shall be returned to City upon request in the same condition as received except for ordinary wear, tear, and malfunctions caused by vendor.
15. **Indemnity:** Vendor agrees to defend, indemnify and hold harmless City from any and all claims, actions, suits or proceedings brought against City because of any injury or damage received or sustained by any person or property arising out of or resulting from the Contract or by reason of any negligent act or omission, neglect or misstatement of vendor or its agents or employees or any subcontractor or its agents or employees. This indemnity shall not be limited by reason of the specification of any particular insurance coverage in the Contract. City shall not indemnify vendor.
16. **Debarment, Suspension, Ineligibility and Exclusion Compliance:** Vendor certifies (a) that it has not been debarred, suspended or otherwise found ineligible to receive funds by any agency of the executive branch of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (b) should any notice of debarment, suspension, ineligibility or exclusion be received by vendor, vendor will notify City immediately.
17. **Conflict of Interest:** No officer, agent or employee of City will participate in any decision relating to the Contract which affects that person's financial interest, the financial interest of his or her spouse or minor child or the financial interest of any business in which he or she has a direct or indirect financial interest.
18. **Interest of Contractor:** Vendor agrees that it presently does not have, and shall acquire no direct or indirect interest which conflicts in any manner or degree with the performance of its terms of the Contract. Vendor will not employ any person who has any such conflict of interest to assist Vendor in performing the services.
19. **No Collusion:** Vendor represents that it has entered into the Contract without collusion on the part of Vendor with any person or firm, without fraud and in good faith. Vendor also represents that no gratuity, in the form of entertainment, gifts or otherwise, were, or during the term of the Contract, will be offered or given by vendor or any agent or representative of vendor to any officer or employee of the City with a view towards securing the Contract or for securing more favorable treatment with respect to making any determinations with respect to performing the Contract.
20. **Audits and Inspections:** At any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination all of vendor's records with respect to all matters covered by the Contract. Vendor shall permit City to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, receipts, payroll, records of personnel, conditions of employment and other data relating to all matters covered by the Contract. Vendor understands and will comply with City's Accountability in Government Ordinance, §5-10-1 et seq, and Inspector General Ordinance, §5-17-1 et seq. R.O.A. 1994, and shall agree to provide requested information and records and appear as a witness in hearings for City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 9 of the Albuquerque City Charter.
21. **Compliance With Ethics Provisions:** Vendor certifies that it has not, either directly or indirectly, entered into action in restraint of free competitive bidding and is in compliance with the Ethical Conduct provisions of City's Public Purchases Ordinance, 6-5-02 R.O.A. 1994.
22. **Non-Discrimination:** In performing the Contract, vendor shall comply with the Federal Civil Rights Act of 1964 and Title VII of the Act and the Americans with Disabilities Act of 1990.
23. **Compliance With Laws:** In performing the Contract vendor shall comply with all applicable laws, ordinances and codes of the federal, state and local governments.
24. **Governing Law:** The Contract is governed by the laws of the State of New Mexico and the City of Albuquerque. The venue for actions arising out of the Contract is Bernalillo County, New Mexico.
25. **Federal Funding:** Procurements involving the expenditure of federal funds may be subject to mandatory applicable federal law and regulations.



City of Santa Fe
Treasury Department
200 Lincoln Ave.
Santa Fe, New Mexico 87504-0909
505-955-8551

BUSINESS REGISTRATION

Business Name: INTERA INCORPORATED
DBA: INTERA INCORPORATED

Business Location: 1435 S SAINT FRANCIS DR 103
SANTA FE, NM 87505

Owner: Bonnie Mathem

License Number: 227829

Issued Date: August 24, 2023

Expiration Date: August 24, 2024

CRB Number: 02480929009

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

INTERA INCORPORATED
9800 GREAT HILLS TRL Suite 300W
AUSTIN, TX 78739

THIS IS NOT A CONSTRUCTION PERMIT OR SIGN PERMIT.
APPROPRIATE PERMITS MUST BE OBTAINED FROM THE CITY
OF SANTA FE BUILDING PERMIT DIVISION PRIOR TO
COMMENCEMENT OF ANY CONSTRUCTION OR THE
INSTALLATION OF ANY EXTERIOR SIGN.

THIS REGISTRATION/LICENSE IS NOT TRANSFERABLE TO
OTHER BUSINESSES OR PREMISES.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/03/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC -CL, 4630 North Loop 1604 West, Suite 410, San Antonio, TX 78249. CONTACT NAME: Danelle Touchstone, PHONE: 210 524-2094, FAX: 610-537-1904, E-MAIL ADDRESS: danelle.touchstone@usi.com. INSURER(S) AFFORDING COVERAGE: Lloyd's of London (SURPLU), Hartford - WC Multiple Issuing Cos (00914), Sentinel Insurance Company Ltd. (11000).

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation, and Professional Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) RE: Contract ID SHR000022790 RFB-2022-322-DSW-CG. The Excess Policy sits over the General Liability, Automobile Liability and Professional Liability limits. Professional Liability is on a claims-made basis. The General Liability and Automobile Liability policies include a blanket Additional Insured endorsement that provides Additional Insured status to City of Santa Fe when there is a written contract that requires (See Attached Descriptions)

CERTIFICATE HOLDER: City of Santa Fe, 801 W. San Mateo, Santa Fe, NM 87505. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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: *Lawrence Garcia*

Email: lmgarcia@santafenm.gov