

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

Agreement, all applicable professional and business licenses required by law, for itself, its employees, agents, representatives, and subcontractors.

**3. Compensation.**

A. The City shall pay to the Contractor in full payment for services satisfactorily performed at the rate as described in Exhibit "A" attached and incorporated herein. Listed pricing will be utilized based on hourly rate listed in the item description and unit, within unit of measure as EA depending on the service as indicated in Exhibit "A". The total amount payable to the Contractor under this Agreement, including gross receipts tax and expenses, shall not exceed **one hundred forty-nine thousand four hundred eighty-nine dollars and one cent (\$149,489.01)**. This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. 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.

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

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

**4. Term.**

THIS AGREEMENT SHALL NOT BECOME EFFECTIVE UNTIL APPROVED BY THE CITY. This Agreement shall terminate on June 30, 2024, unless terminated pursuant to paragraph 5 (Termination), or paragraph 6 (Appropriations). In accordance with Section 13-1-150 NMSA 1978, no contract term for a professional services contract, including extensions and renewals, shall exceed four years, except as set forth in Section 13-1-150 NMSA 1978.

**5. Termination.**

A. Termination. This Agreement may be terminated by the City upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, the City's sole liability upon such termination shall be to pay for acceptable work performed prior to the Contractor's receipt

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, proceeding, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this 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 signature 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

DATE: Sep 25, 2023

Joseph J. Tracy  
Joseph J. Tracy (Aug 31, 2023 15:35 MDT)

JOSEPH J. TRACY

VICE PRESIDENT  
TITLE

DATE: Aug 31, 2023

CRS#74-3010638

Registration #22 78 29

ATTEST:

Kristine Bustos Mihelcic

KRISTINE BUSTOS MIHELIC, CITY CLERK X/V

**CITY ATTORNEY'S OFFICE:**

Marcos Martinez  
Marcos Martinez (Aug 31, 2023 10:13 MDT)

**SENIOR ASSISTANT CITY ATTORNEY**

**APPROVED FOR FINANCES:**

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

**EMILY OSTER, FINANCE DIRECTOR**  
**Fund 510, Org 5100331, Object 510300**

## EXHIBIT "A" 1 of 18

City of Albuquerque  
Procurement Contract

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

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

Supplier ID: 0000136272

Contract ID	SHR000022790
Contract Dates	02/01/2023 - 01/31/2027
Contract Reference	RFB-2022-322-DSW-CG
Contract Maximum	\$0.00
Contract Print Date	01/19/2023
Origin	SWD
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## 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:

*Jan Leo Bradley*

**City of Albuquerque  
Procurement Contract**

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

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

<b>Contract ID</b>	<b>SHR000022790</b>
<b>Contract Dates</b>	<b>02/01/2023 - 01/31/2027</b>
<b>Contract Reference</b>	<b>RFB-2022-322-DSW-CG</b>
<b>Contract Maximum</b>	<b>\$0.00</b>
<b>Contract Print Date</b>	<b>01/19/2023</b>
<b>Origin</b>	<b>SWD</b>
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**Supplier ID: 0000136272**

<b>13</b>	<b>GCCS Typical Repairs- Relocation of Temperature Probe on Flare Stack</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>14</b>	<b>GCCS Typical Repairs- Remove, Calibrate, Re-Install FCI ST-98-21CTO Flow Meter (or equivalent) (once per 18 months)</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>15</b>	<b>GCCS Typical Repairs- Remove and Send for Re-building (1) 40 HP Houston Service Industries 08103 Blower (or equivalent), Re-install with New Belts</b> Project Manager \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>16</b>	<b>GCCS Typical Repairs- Remove Old and Install New UV Flame Detector C7035A1031 (or equivalent) and/or Sensor</b> Project Manager \$125.00 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>17</b>	<b>GCCS Typical Repairs- Remove, send for Rewinding. Re-Install (1) WEG Blower Motor Model 0436EP3E324TS 40HD (or equivalent)</b> Project Manager \$222.00 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>18</b>	<b>GCCS Typical Repairs- Well Extension</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>19</b>	<b>GCCS *Emergency Response and Reporting - Regular Business Hours</b> Project Manager \$150.00 Engineer \$236.01 Technician \$133.97	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>20</b>	<b>GCCS *Emergency Response and Reporting - After Hours</b> Project Manager \$150.00 Engineer \$236.01 Technician \$133.97	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>

Purchasing Office Signature:

*Jan LeBrunley*

**City of Albuquerque  
Procurement Contract**

**INTERA INC**  
9800 GREAT HILL TRAIL STE 300W  
AUSTIN TX 78759

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

<b>Contract ID</b>	<b>SHR000022790</b>
<b>Contract Dates</b>	<b>02/01/2023 - 01/31/2027</b>
<b>Contract Reference</b>	<b>RFB-2022-322-DSW-CG</b>
<b>Contract Maximum</b>	<b>\$0.00</b>
<b>Contract Print Date</b>	<b>01/19/2023</b>
<b>Origin</b>	<b>SWD</b>
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**Supplier ID: 0000136272**

<b>21</b>	<b>GCCS *Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up Project Manager \$150.00 Engineer \$239.21 Technician \$135.77</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>22</b>	<b>LFG Transmission Pipeline Routine Operation and Maintenance Project Manager \$117.50 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>23</b>	<b>LFG Transmission Pipeline Pipeline Patrolling/Leak Detection Surveys biannual patrolling annual leak detection Project Manager \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>24</b>	<b>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</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>25</b>	<b>LFG Transmission Pipeline Annual Operations Review, Plan Updates, Training Pipeline Plan Review and Updates Project Manager \$117.50 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>26</b>	<b>LFG Transmission Pipeline Operator Training, Evaluation, Qualification Project Manager \$117.50 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>27</b>	<b>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</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>28</b>	<b>LFG Transmission Pipeline Abnormal Condition Response as defined by NMPRC Project Manager \$124.92 Engineer \$236.01 Technician \$133.95</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>

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City of Albuquerque  
Procurement Contract

INTERA INC  
9600 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
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29	LFG Transmission Pipeline *Emergency Response and Reporting - Regular and After Business Hours Project Manager \$124.92 Engineer \$236.01 Technician \$133.95	98846	-	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	98846	-	EA	0.00
31	Non Labor Expenses for all tasks	98846	-	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](http://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 Pipeline - Operation, maintenance, monitoring, testing, reporting, plan review, updates, training, pigging, repair and emergency response for the LFG Transmission Pipeline.

Purchasing Office Signature:

*Lee Bradley*

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Procurement Contract

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9600 GREAT HILL TRAIL STE 300W  
AUSTIN TX 78759

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

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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(SP), 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) (6) (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.

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

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

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**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, Varec flame arrestor, 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 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 # 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

Purchasing Office Signature:

*Leif Bradley*

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Procurement Contract

INTERA INC  
9800 GREAT HILL TRAIL STE 300W  
AUSTIN TX 78759

James Joseph  
505.246.1600 x1209  
jjoseph@intera.com  
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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 Trolili 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 manufacturers 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 manufacturers recommended lubricant.

Check the pressure drop across the flame arrestor. If the pressure drop exceeds two (2) inches of water column at maximum LFG flow, then the flame arrestor 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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AUSTIN TX 78759**

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

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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**

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

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AUSTIN TX 78759**

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505.246.1600 x1209  
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psalter@intera.com**

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- Service Industries 08103 Blower (or equivalent), re-install with new belts
- Remove old and install new UV Flame Detector C7035A1031 (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 B, 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 (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

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

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

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- 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 2.5 (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

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*Lex Bradley*

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

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

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**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**

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

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

**Supplier ID: 0000136272**

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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 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 Landfills 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 CDM 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 6010B 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.

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jjoseph@intera.com  
psalter@intera.com**

**Supplier ID: 0000136272**

<b>Contract ID</b>	<b>SHR000022790</b>
<b>Contract Dates</b>	<b>02/01/2023 - 01/31/2027</b>
<b>Contract Reference</b>	<b>RFB-2022-322-DSW-CG</b>
<b>Contract Maximum</b>	<b>\$0.00</b>
<b>Contract Print Date</b>	<b>01/19/2023</b>
<b>Origin</b>	<b>SWD</b>
<b>Page 13 of 15</b>	

**Preparation and timely submission of Solid Waste and Scrap Tire Hauler Annual reports.  
Assist with records compilation 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 505-7618152 sphillips@cabq.gov  
Daniele Berardelli 505-761-8326 dberardelli@cabq.gov**

**Alternate Intera Inc. Contact:**

**Joe Tracy jtracy@intera.com**

**Purchasing Office Signature:**



**City of Albuquerque  
Procurement Contract**

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

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

<b>Contract ID</b>	<b>SHR000022790</b>
<b>Contract Dates</b>	<b>02/01/2023 - 01/31/2027</b>
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<b>Origin</b>	<b>SWD</b>
<b>Page 14 of 15</b>	

**Supplier ID: 0000136272**

---

**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 1985  
Albuquerque, NM 87103**

**For information on invoicing and payments, please visit: <https://www.cabq.gov/dfa/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:**

  
12442

## CITY OF ALBUQUERQUE TERMS AND CONDITIONS

Direct all inquiries to: City of Albuquerque, Purchasing Division, P.O. Box 1283, Albuquerque, NM 87103 or call (505) 768-3320.

1. **Contract:** By commencing work, vendor accepts all Terms and Conditions herein and agrees that, to the extent 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. **Invoice:** Department name AND purchase order number MUST be on all invoices, packing slips, shipping notices, freight bills, and correspondence concerning the order. Send invoice original and duplicate to: Accounting, P.O. Box 1888, Albuquerque, NM 87103.
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 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 count 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 security interests 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 <https://www.cabq.gov/dapurchasing/vendor-services/general-instructions-terms-and-conditions> (Section 28) 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, 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 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 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 scheduled. 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 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. **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 relieve 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 misconduct 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 the 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 gratuities, 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, materials, payrolls, 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, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 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 XII, Section 8 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, 5-6-22 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.



INTERA Incorporated  
2440 Louisiana Blvd. NE, Suite 700  
Albuquerque, NM 87110 USA  
505.246.1600

August 25, 2023

Mr. Lawrence Garcia  
Environmental Services Division (ESD)  
ESD Fleet Manager  
City of Santa Fe  
1142 Siler 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 #SHR000022790 (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 landfill 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. 19-0226; Munis 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. SHR000022790 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 **\$149,489.01** (New Mexico Gross Receipts Tax of 8.1875% 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 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	Deliverable
2023 3 <sup>rd</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li></ul>	Letter Report with Figures and Tables summarizing SEM and LFG event results
2023 4 <sup>th</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li><li>• Groundwater Monitoring Event</li><li>• Soil Vapor Collection Event</li></ul>	Report with Figures and Tables summarizing all field task results and evaluating Site conditions
2024 1 <sup>st</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li></ul>	Letter Report with Figures and Tables summarizing SEM and LFG event results
2024 2 <sup>nd</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li><li>• Groundwater Monitoring Event</li><li>• Soil Vapor Collection Event</li><li>• Final Benchmark Settlement Report</li></ul>	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) 301-1134 or [jtracy@intera.com](mailto: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

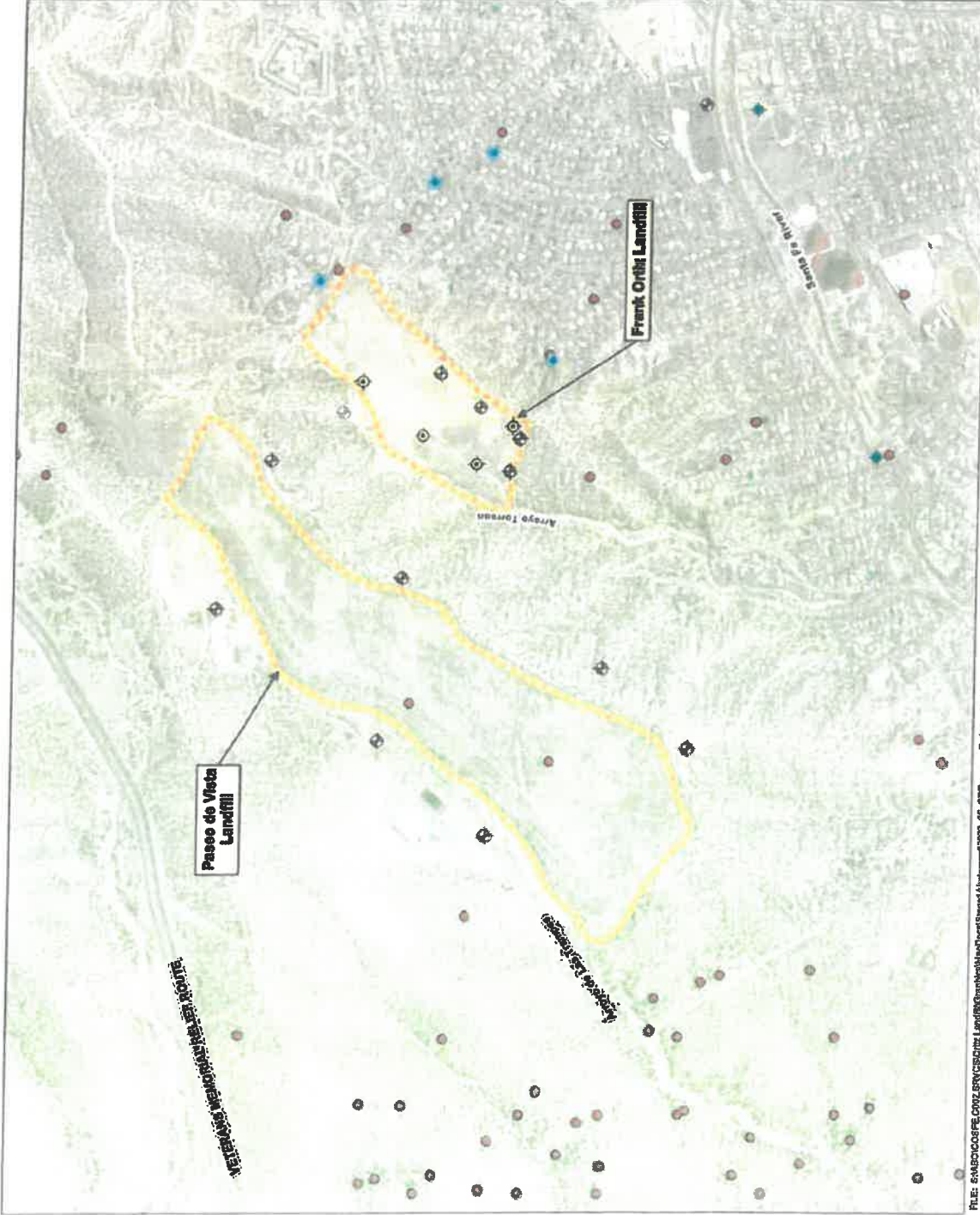




Source:  
Aerial Image - ESRI ArcGIS online;  
Wells - Morris Surveying, 2020;  
Supply Wells - CSE Feb, 2022

**Legend**

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



**Figure 1**  
**Site Vicinity**  
**Former Frank Ortiz Landfill and**  
**Paseo de Vista Landfill**  
Santa Fe, Santa Fe County, New Mexico

# Professional Service Agreement

Final Audit Report

2023-08-31

Created:	2023-08-31
By:	Lawrence Garcia (lmgarcia@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMG6s2qVwnxf0MRg2yHDXQ7Xcl88Mb6Fd


## "Professional Service Agreement" History

 Document created by Lawrence Garcia (lmgarcia@ci.santa-fe.nm.us)  
2023-08-31 - 8:08:30 PM GMT

 Document emailed to jtracy@intera.com for signature  
2023-08-31 - 8:07:32 PM GMT

 Email viewed by jtracy@intera.com  
2023-08-31 - 8:08:24 PM GMT

 Signer jtracy@intera.com entered name at signing as Joseph J. Tracy  
2023-08-31 - 9:05:11 PM GMT

 Document e-signed by Joseph J. Tracy (jtracy@intera.com)  
Signature Date: 2023-08-31 - 9:05:13 PM GMT - Time Source: server

 Agreement completed.  
2023-08-31 - 9:05:13 PM GMT



Powered by  
**Adobe**  
Acrobat Sign

# City of Santa Fe, New Mexico

# memo

**DATE:** August 24, 2023

**TO:** John W. Blair, City Manager  
Travis Dutton-Leyda, Chief Procurement Officer

**VIA:** John E. Dupuis, Public Utilities Department Director  
Shirlene Sitton, Environmental Services Division Director

**FROM:** Lawrence Garcia, ESD Fleet Maintenance Manager

---

## SUBJECT

Request Approval to utilize the City of Albuquerque Procurement Contract SHR000022790 with INTERA Incorporated to **Provide Groundwater Monitoring, Soil Vapor Monitoring, and Other Environmental and Engineering Services for Landfill Sites**. The Albuquerque Procurement Contract scope of work has provisions to meet the City of Santa Fe regulatory requirements. This request is for FY24 and will expire on June 30, 2024. Environmental Services Division will move forward with a new request for proposal within FY24 to secure four-year contract to meet the regulatory requirements. The estimate amount for this request is a total amount of \$148,489.01 inclusive of New Mexico Gross Receipt Taxes. (Lawrence Garcia, 955-2241, [lmgarcia@snatafenm.gov](mailto:lmgarcia@snatafenm.gov)).

## 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 (GWB) because closure occurred prior to the implementation of the NMED solid waste regulations for landfill closure. Both sites must comply with required quarterly and semi-annual monitoring, as specified by their closure plans.

### **Paseo de Vista**

The City received direction from the NMED SWB in April of 2017 to fully assess methane conditions at the Paseo de Vista landfill due to an exceedance of LEL (lower explosive limits) of H-4 methane gas detected during a monitoring event, and to provide a plan for addressing the issue. The city completed an investigation and submitted a remediation Plan to NMED, and that was accepted in 2018. The Plan called for an increase in the number of methane monitoring sites, new methane venting wells, a weather station, settlement benchmarks, and additional well monitoring after significant precipitation events. The installation of these features has been

completed, and the plan calls for regular quarterly monitoring of the methane and water wells. The City must also respond to certain precipitation events, keep the weather station on line, and read the settling benchmarks annually.

### **Frank Ortiz Park**

The city received a Notice of Deficiency (NOD) from the NMED dated November 13, 2013, regarding six deficiencies in the Frank Ortiz Landfill Stage 1 Abatement Plan (S1AP). Direction from the GWB was to conduct a waste characterization, soil, and vapor testing of the Frank Ortiz site. This Phase II Environmental Site Assessment (ESA) was carried out by INTERA, Inc. per Bid# '16/14/P and included the following field activities: 1) investigative excavation of twenty-four test pits located within the footprint of the Site, 2) hollow-stem auger (HSA) drilling and sampling of twenty-seven exploratory soil borings, 3) installation of three temporary nested soil vapor monitoring wells, and 4) a single soil vapor sampling event. The investigation report addressing the six areas of deficiencies for the Ortiz site was completed accepted by NMED GWB in 2018. The Frank Ortiz S1AP requires semi-annual monitoring of the ground water wells, and on-going shallow soil vapor monitoring.

In 2019, RFP# '19/19/P –**Groundwater Monitoring, Soil Vapor Monitoring and Other Environmental and Engineering Services for Landfill Sites** was awarded to INTERA Inc., with Parkhill as a subcontractor for some of the monitoring that was historically completed by them. This Contract expired on June 30, 2023. Staff feels this combination has the experience and knowledge to continue to address the issues at both locations and the contract with the City of Albuquerque has the included tasks and approved subcontractors that will let us carry on without interruptions for FY 24, and allow us the time to develop and conduct an RFP for a new four-year contract.

### **FISCAL INFORMATION**

To meet the needs of on-going regulatory requirements, the Environmental Services Division budgeted \$149,489.01 within FY24. Funds for this service are budgeted and located within the following.

Fund 510 (Environmental Services Division Enterprise Fund)  
Org 5100331 (Admin/Operations)  
Object 510300 (Professional Contracts)

### **ACTION REQUESTED**

The Public Utilities Department and the Environmental Services Division requests approval to utilize the City of Albuquerque Contract # SHR000022790 via INTERA Incorporated, for the Provision of Groundwater Monitoring, Soil Vapor Monitoring, and other Environmental and Engineering Services for Landfill Sites in the total amount of \$149,489.01 inclusive of NMGR for a one-year period.

Attachments: Signed Procurement Checklist



Request for Approval

Page 3 of 3

08/28/2023

Signed Summary of Contract

INTERA Inc. notification letter dated 8/25/2023.

City of Albuquerque Contract SHR000022790

City of Santa Fe Signature Page

City of Albuquerque Request for Bid (RFB-2022-322-ESW-CG

Certificate of Liability Insurance, Naming City of Santa Fe as second Insured

City of Santa Fe Business License (#227829)

INTERA Inc. W-9



## CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: INTERA Inc.

Procurement Title: Maintenance and Monitoring

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☐ Contract over 60K ☐

Department Requesting Public Utilities Staff Name Lawrence Garcia

### Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

### REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING\*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Summary of Contracts and Agreements form
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Certificate of Insurance
<input checked="" type="checkbox"/>	<input type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Lawrence Garcia ESD Fleet Manager 8/24/2023

Department Rep Printed Name (attesting that all information included) Title Date

Chief Procurement Officer Sep 19, 2023

Purchasing Officer (attesting that all information is reviewed) Title Date

ITT Representative (attesting that all information is reviewed) Title Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



# City of Santa Fe

## Summary of Contract, Agreement, Amendment & Lease

All applicable fields to be completed by department (complete 1.b only if you are processing an amendment):

1.a Munis Contract: 3200917 Procurement # (RFP/ITB# if any):

Contractor: INTERA Inc.

Procurement Method: Small Purchase ☐ RFP ☐ ITB ☐ Sole Source ☐ GSA ☐ Cooperative ☐ Exempt ☐

Description/Title: This is a piggyback on City of Albuquerque Procurement Contract #SHR000022790 and INTERA Inc.

Contract: ☐ Agreement: ☐ Lease/Rent: ☐ Amendment: ☐

Term Start Date: TBD Term End Date: 6/30/2024 Total Contract Amount: 150,000

☐ Approved by Council (If over the City Manager's approval threshold, you must go through GB) TBD, City Manager

Contract / Lease: Piggyback Albuquerque Contract Procurement Code 13-1-129

1.b Amendment #: N/A to the Original Contract/Lease # N/A

Increase/(Decrease) Amount \$: N/A

Extend Expiration Date to: N/A

☐ Approved by Council (If the original went through GB, all amendments must go through GB regardless of the amendment reason) Date: N/A

Amendment is for: N/A

### 2. HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate (option: attach spreadsheet if multiple amendments)

This is a request to utilize a City of Albuquerque Contract for Motoring Ground Water, Soil Vapor, and other Enviromental and Engineering Services for City of Santa Fe two closed landfills.

### 3. Procurement History: Request for FY 24 Coverage

Purchasing Officer Review:

Sep 19, 2023

Date:

Comment & Exceptions:

### 4. Funding Source: 510 ESD Enterprise Fund

Org / Object: 5100331/510300

Andy Hopkins

Andy Hopkins (Sep 19, 2023 09:30 MDT)

Sep 19, 2023

Date:

Budget Officer Approval:

Comment & Exceptions:

### 5. Grant History (if applicable): N/A

Grants Administrator Approval:

Date:

Staff Contact who Completed This Form: Lawrence Garcia

Phone #: 505-955-2241

To be recorded by City Clerk:

Email:

Clerk #

Date of Execution:

ITT Representative (attesting that all information is reviewed)

Title

Date



INTERA Incorporated  
2440 Louisiana Blvd. NE, Suite 700  
Albuquerque, NM 87110 USA  
505.246.1600

August 25, 2023

Mr. Lawrence Garcia  
Environmental Services Division (ESD)  
ESD Fleet Manager  
City of Santa Fe  
1142 Siler 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 #SHR000022790 (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. 19-0226; Munis 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. SHR000022790 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 **\$149,489.01** (New Mexico Gross Receipts Tax of 8.1875% 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 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	Deliverable
2023 3 <sup>rd</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li></ul>	Letter Report with Figures and Tables summarizing SEM and LFG event results
2023 4 <sup>th</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li><li>• Groundwater Monitoring Event</li><li>• Soil Vapor Collection Event</li></ul>	Report with Figures and Tables summarizing all field task results and evaluating Site conditions
2024 1 <sup>st</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li></ul>	Letter Report with Figures and Tables summarizing SEM and LFG event results
2024 2 <sup>nd</sup> Quarter	<ul style="list-style-type: none"><li>• Surface Emissions Monitoring Event</li><li>• Landfill Gas Monitoring Event</li><li>• Groundwater Monitoring Event</li><li>• Soil Vapor Collection Event</li><li>• Final Benchmark Settlement Report</li></ul>	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) 301-1134 or [jtracy@intera.com](mailto:jtracy@intera.com) with any questions.

Sincerely,  
**INTERA Incorporated**

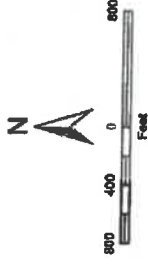


Joseph J. Tracy  
Vice President/Principal Geologist

**Enclosures:**

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

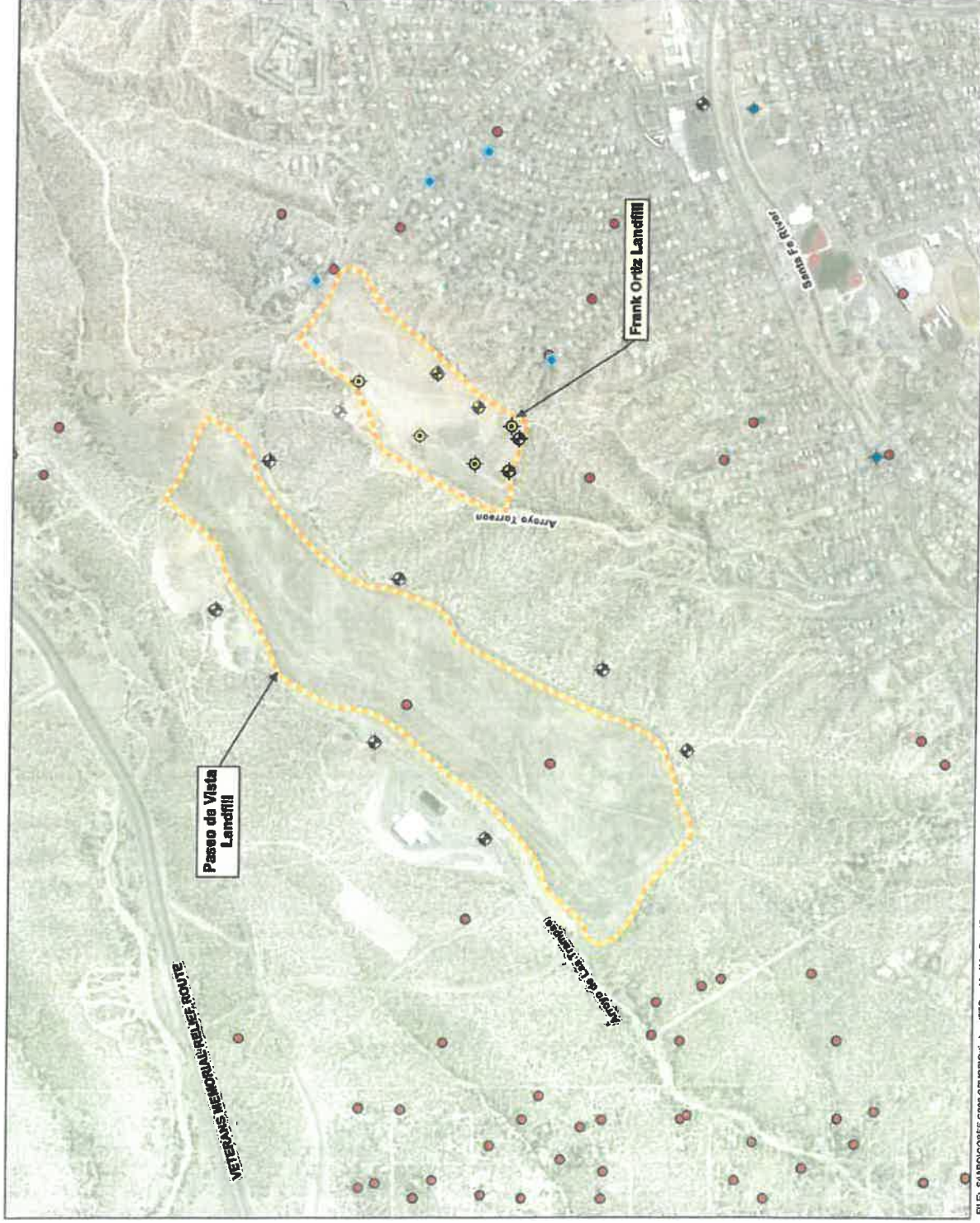




Sources:  
Aerial Image - ESRI ArcGIS online;  
Wells - Morris Surveying, 2020;  
Supply Wells - OSE Feb. 2022

**Legend**

- Groundwater Monitoring Well
- Dust-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 1**  
**Site Vicinity**  
**Former Frank Ortiz Landfill and**  
**Paseo de Vista Landfill**  
Santa Fe, Santa Fe County, New Mexico

City of Albuquerque  
Procurement Contract

INTERA INC  
9600 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
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Origin	SWD
Page 1 of 15	

Supplier ID: 0000136272

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 Bradley

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<b>Page 2 of 15</b>	

<b>13</b>	<b>GCCS Typical Repairs- Relocation of Temperature Probe on Flare Stack Project Manager \$117.50 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>14</b>	<b>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</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>15</b>	<b>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</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>16</b>	<b>GCCS Typical Repairs- Remove Old and Install New UV Flame Detector C7035A1031 (or equivalent) and/or Sensor Project Manager \$125.00 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>17</b>	<b>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</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>18</b>	<b>GCCS Typical Repairs- Well Extension Project Manager \$117.50 Engineer \$222.00 Technician \$126.00</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>19</b>	<b>GCCS *Emergency Response and Reporting - Regular Business Hours Project Manager \$150.00 Engineer \$236.01 Technician \$133.97</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>20</b>	<b>GCCS *Emergency Response and Reporting - After Hours Project Manager \$150.00 Engineer \$236.01 Technician \$133.97</b>	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>

**Purchasing Office Signature:**



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Procurement Contract**

**INTERA INC**  
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**AUSTIN TX 78759**

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

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<b>Page 3 of 15</b>	

<b>21</b>	<b>GCCS *Miscellaneous Tasks, Reporting and Meetings and/or Required Regulatory Follow Up</b> Project Manager \$150.00 Engineer \$239.21 Technician \$135.77	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>22</b>	<b>LFG Transmission Pipeline Routine Operation and Maintenance</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>23</b>	<b>LFG Transmission Pipeline Pipeline Patrolling/Leak Detection Surveys biannual patrolling annual leak detection</b> Project Manager \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>24</b>	<b>LFG Transmission Pipeline Annual Reporting to the United States (US) Department of Transportation (DOT) Annual DOT/PSB Reporting</b> Project Manager \$222.00 Engineer \$222.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>25</b>	<b>LFG Transmission Pipeline Annual Operations Review, Plan Updates, Training Pipeline Plan Review and Updates</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>26</b>	<b>LFG Transmission Pipeline Operator Training, Evaluation, Qualification</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>27</b>	<b>LFG Transmission Pipeline Pipeline Cleaning/Pigging in accordance with manual includes shut down, purging, pigging and start up</b> Project Manager \$117.50 Engineer \$222.00 Technician \$126.00	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>
<b>28</b>	<b>LFG Transmission Pipeline Abnormal Condition Response as defined by NMPRC</b> Project Manager \$124.92 Engineer \$236.01 Technician \$133.95	<b>98846</b>	<b>-</b>	<b>EA</b>	<b>0.00</b>

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Page 4 of 15	

29	LFG Transmission Pipeline *Emergency Response and Reporting - Regular and After Business Hours Project Manager \$124.92 Engineer \$236.01 Technician \$133.95	98846	-	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	98846	-	EA	0.00
31	Non Labor Expenses for all tasks	98846	-	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](http://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 Pipeline - Operation, maintenance, monitoring, testing, reporting, plan review, updates, training, pigging, repair and emergency response for the LFG Transmission Pipeline.

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Supplier ID: 0000136272

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(SP), 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) (6) (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:



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<b>Page 6 of 15</b>	

**Supplier ID: 0000136272**

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**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, Varec flame arrestor, 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 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 # 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**

**Purchasing Office Signature:**

*leg*

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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 Trolili 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 manufacturers 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 manufacturers recommended lubricant.

Check the pressure drop across the flame arrestor. If the pressure drop exceeds two (2) inches of water column at maximum LFG flow, then the flame arrestor 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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**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.

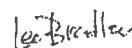
**Performance Tests**

**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**

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

Purchasing Office Signature:



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- Service Industries 08103 Blower (or equivalent), re-install with new belts
- Remove old and install new UV Flame Detector C7035A1031 (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 (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:

*Lee Breuninger*

**City of Albuquerque  
Procurement Contract**

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

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

<b>Contract ID</b>	<b>SHR000022790</b>
<b>Contract Dates</b>	<b>02/01/2023 - 01/31/2027</b>
<b>Contract Reference</b>	<b>RFB-2022-322-DSW-CG</b>
<b>Contract Maximum</b>	<b>\$0.00</b>
<b>Contract Print Date</b>	<b>01/19/2023</b>
<b>Origin</b>	<b>SWD</b>
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**Supplier ID: 0000136272**

- 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 2.5 (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:



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AUSTIN TX 78759

James Joseph  
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Supplier ID: 0000136272

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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

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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 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 Landfills 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 CDM 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 6010B 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:

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**Preparation and timely submission of Solid Waste and Scrap Tire Hauler Annual reports.  
Assist with records compilation 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 505-7618152 sphillips@cabq.gov  
Daniele 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**

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<b>Origin</b>	<b>SWD</b>
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**Supplier ID: 0000136272**

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**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 1985  
Albuquerque, NM 87103**

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

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**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.**

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**Purchasing Office Signature:**



# CITY OF ALBUQUERQUE TERMS AND CONDITIONS

Direct all inquiries to: City of Albuquerque, Purchasing Division, P.O. Box 1293, Albuquerque, NM 87103 or call (505) 768-3320.

1. **Contract:** By commencing work, vendor accepts all Terms and Conditions herein and agrees that, to the extent 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 invoice original and duplicate to: Accounting, P.O. Box 1985, Albuquerque, NM 87103.
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 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 count 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 security interests 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 <https://www.caba.gov/dfa/purchasing/vendor-services/general-instructions-terms-and-conditions> (Section 28) 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, 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 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 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 scheduled. 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 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. **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 relieve 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 misconduct 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 the 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 gratuities, 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, materials, payrolls, 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, §2-10-1 et seq. and Inspector General Ordinance, §2-17-1 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 XII, Section 8 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, 5-5-22 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 SIGNATURE PAGE  
INTERA INC. /CITY OF ALBUQUERQUE  
PROCUREMENT CONTRACT #SHR000022790**

CITY OF SANTA FE:

CONTRACTOR

JOHN BLAIR, CITY MANAGER

JOSEPH J. TRACY  
INTERA INC. VICE PRESIDENT  
DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

CRS #74-3010638  
Registration #227829

ATTEST:

KRISTINE M. MIHELICIC, CITY CLERK

CITY ATTORNEY'S OFFICE:

SENIOR ASSISTANT CITY ATTORNEY

APPROVED:

EMILY OSTER, FINANCE DIRECTOR  
Fund 510 Org 5100331 Objects 510300  
FUND/ORG/OBJECT



**City of Albuquerque**

**Request for Bids**

**RFB-2022-322-DSW-CG**

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

**Closing Date: December 7, 2021 at 2:00 pm MT**

**V2021.9.23JLB**

**Introduction**

**1. Purpose:**

The City of Albuquerque is requesting bids for greenhouse gas (GHG) and landfill gas (LFG) operations, maintenance and monitoring at the Albuquerque Cerro Colorado Landfill - in accordance with the terms, conditions, and specifications set forth herein. The City intends to establish a Price Agreement ("Contract"). The City reserves the right to award multiple agreements under this procurement if it is deemed in the best interest of the City.

**2. City Contact:**

The sole point of contact for this RFB is the Purchasing Division. Questions regarding this RFB should be directed to the following Purchasing representative unless otherwise specified in the solicitation. Bidders who fail to abide by this instruction may be deemed nonresponsive.

Claire Gonzales, Senior Buyer, Department of Finance and Administrative Services,  
Purchasing Division

•Phone: (505) 768-3329 or E-Mail: [cdgonzales@cabq.gov](mailto:cdgonzales@cabq.gov)

**3. Contract Management:**

The Contract resulting from this RFB will be managed by the \_Solid Waste Management Department, Landfill Division.



**4. Term of Contract:**

The term of the Contract shall be for four (4) years from date of award. '

**Part 1: Instructions to Bidders**

**1. Submission of Bids:**

Submit your complete bid, including all forms, attachments, exhibits, etc. using the eProcurement System at <https://cabq.bonfirehub.com/portal/?tab=openOpportunities>. Please allow a minimum of two (2) business days to submit your proposal. If you do not have a username and password, please [register](#) as this is the only method to submit electronically on the Bonfire portal. Please make sure to register on the system in order to receive notices and submit a response to a solicitation. For assistance, please contact [support@gobonfire.com](mailto:support@gobonfire.com). . **Failure to submit your bid electronically through the City's eProcurement system shall result in your bid being deemed nonresponsive.**

**2. Opening of Bids:**

Properly submitted bids will be opened publicly via a live video or audio webcast that will allow attendees to observe but not participate in or comment on the opening. Attendees may be required to register for the webcast prior to being admitted to the webcast.

ZOOM LINK: <https://cabq.zoom.us/j/89137940311>

**3. Public Inspection of Bids:**

Each bid shall be open to public inspection, except to the extent the bidder designates trade secrets or other proprietary data to be confidential. Material so designated must be separated and clearly marked "Confidential". Prices, makes and models or catalog numbers of the items offered, deliveries and terms of payment shall be publicly available regardless of any designation to the contrary. If a request for inspection of records under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978) is received, which request encompasses such materials, they will be disclosed. The City assumes no responsibility to maintain the confidentiality of any materials submitted in response to this solicitation.

**4. Questions:**

Any questions regarding this RFB shall be submitted electronically through the City's eProcurement system Bonfire at least ten (10) business days prior to the deadline for



receipt of bids. **The City will not consider requests for an extension of time after that deadline nor will it answer any questions submitted after the deadline. The City will not respond to questions that are submitted by any other means than electronically through the City's eProcurement system.** Purchasing shall prepare answers to questions in the form of addenda and shall post all such addenda to the eProcurement System.

**5. Addenda:**

Changes in quantity, specifications, delivery schedules, opening dates, etc., shall be accomplished by an addendum to the RFB posted to the eProcurement system before the date and time for bid opening. Bidders are responsible for acquiring issued addenda in time to incorporate them into their bids. It is the responsibility of each bidder to check the system prior to submission of their bid to ensure that they have received all addenda issued.

**6. Modification and Withdrawal of Bids:**

Bidders are responsible for submitting, modifying, or withdrawing bids prior the closing time specified in the eProcurement system. Late bids shall be deemed nonresponsive. Modifications or withdrawals occurring after the closing date shall be rejected.

**7. Evaluations of bids:**

The City reserves the right to analyze, examine and interpret any bid for a minimum period of ninety (90) calendar days, after the deadline for the receipt of bids. Bids may not be rescinded during this period except for good cause and with the written approval of the Chief Procurement Officer. In those situations where the analysis/evaluation exceeds the ninety (90) calendar days, bidders may withdraw their bids from consideration.

**8. Minor or Technical Irregularities and Technical Review Period**

Minor or technical irregularities that are matters of form rather than substance can be waived or corrected without prejudice to other bidders. The defect or variation is immaterial when there is no effect on price, quality, quantity, or delivery or the effect is negligible when contrasted with the total cost of the goods or services being acquired. The Chief Procurement Officer may waive such irregularities or defects or allow the bidders to correct them if either is in the best interest of the City. Purchasing will notify any bidders of minor or technical irregularities. Bidders will then have three (3) business days from the time they are notified of the failure to correct the irregular (only) portion of their bid before the evaluation process begins. Bidders will be notified via email.

**9. Mistakes in Bids:**

Mistakes in bids may not be corrected after the RFB closes. The only exception is when a bidder incorrectly calculates a total price based on unit price times estimated

quantity. In such a case, the unit price will be presumed to be the correct price and the total price may be recalculated. This will be determined on a case-by-case basis. If there is only one bidder in this circumstance, the City may determine that re-posting the bid is in the best interest of the City.

**10. Cancellation:**

The Chief Procurement Officer may cancel at any time any RFB, if the Chief Procurement Officer deems such action is in the best interest of the City. Purchasing will notify all bidders through a general notice of rejection through the eProcurement system.

**11. Protest Procedure:**

A. RFB Documents: Protests concerning the Specifications of this RFB or other matters relating to the solicitation documents must be received by the Chief Procurement Officer no later than ten (10) business days prior to the deadline for the receipt of bids.

B. Recommendation of Award: Protests concerning other matters relating to this solicitation must be filed with the Chief Procurement Officer not later than 5:00 p.m. MST of the fifth (5<sup>th</sup>) business day following the date of the email notification of the Recommendation of Award.

C. Timely Protests: Protests must be received by the Chief Procurement Officer prior to the appropriate deadline as set out in A. and B. of this Section or they will be rejected. The Chief Procurement Officer may waive the deadline for good cause, including a delay caused by the fault of the City. Late delivery by the U.S. Postal Service or other carrier shall not be considered good cause.

D. How to File: Any bidder who is aggrieved in connection with a competitive solicitation or recommendation of award of a Contract may protest to the City Chief Procurement Officer. The protest shall be addressed to the Chief Procurement Officer, must be submitted in written form and must be legible. Protests may be mailed, hand-delivered, or electronically delivered via electronic mail. Facsimile, telephonic, telegraphic or any other type of electronic protests will not be accepted.

E. Required Information: Protests shall contain at a minimum the following:

- 1) Name and address of the protesting party;
- 2) The solicitation number;
- 3) A clear statement of the reason(s) for the protest detailing the provisions believed to have been violated;
- 4) Details concerning the facts which support the protest

5) Attachments of any written evidence available to substantiate the claims of the protest

6) Statement specifying the ruling requested

F. Protest Hearing: If a hearing is requested, the request must be included in the protest and received within the time limit to be allowed. The grant of a hearing shall be at the discretion of the Chief Procurement Officer following review of the protest.

G. Delivery of Protest:

1) Mail or Hand Delivery. Protests may be mailed or hand-delivered in an envelope marked "PROTEST" with the solicitation number. Protests which are mailed or hand-delivered should be addressed or delivered as follows:

By Mail:  
Chief Procurement Officer  
City of Albuquerque  
Purchasing Division  
P.O. Box 1293  
Albuquerque, NM 87103  
RFB Number  
PROTEST

Hand Delivery  
Chief Procurement Officer  
City of Albuquerque  
Purchasing Division  
One Civic Plaza, 7<sup>th</sup> Floor, Room 7012  
Albuquerque, NM 87103  
RFB Number  
PROTEST

2) Electronic Mail Delivery: Protests may be emailed as follows:

Jennifer Bradley, Chief Procurement Officer  
[jbradley@cabq.gov](mailto:jbradley@cabq.gov)

The message should clearly indicate "PROTEST" and the solicitation number in the subject line.

H. Chief Procurement Officer Action: The Chief Procurement Officer will, after evaluation of a protest, issue a response. Only issues outlined in the written protest will be considered by the Chief Procurement Officer or may be raised at a protest hearing.

## **12. Award of Contract:**

A. When Award Occurs: The award of a contract occurs when a Purchase Order is issued or another written contractual commitment of acceptance by Purchasing is provided to the bidder. A Recommendation of Award or Letter of Intent does not constitute award of Contract.

B. Award: If a Contract is awarded, it shall be awarded to the responsive and responsible bidder whose bid is lowest in total price and is the most advantageous to the City, Specifications and other factors considered. The apparent lowest bid upon opening of the bids may not result in a Contract. The award of a Contract is subject to completion of a review of the bid for responsiveness to the RFB and of the responsibility of the bidder.

C. Basis of Award: The City reserves the right to award a Contract based on this solicitation in total or by group of items, on the basis of individual items, or any combination of these, which in the judgment of the Chief Procurement Officer, best serves the interests of the City, unless otherwise stated in this solicitation.

## **12. Preferences:**

**ALL INFORMATION MUST BE PROVIDED.** A 5% Small Business Preference, a 5% Local Business Preference, a 5% State Resident Business Preference, a 5% Pay Equity Preference and/or a 5% State Resident Veteran Business Preference (collectively the latter two, "State Preference") are available for this procurement. **To qualify, a bidder MUST complete and submit this Preference Certification Form and SUBMIT IT WITH ITS BID.** For a Pay Equity Preference, the City Pay Equity Business Certificate MUST be attached. For State Preference the New Mexico State certification of eligibility MUST be attached. If a Proposal is received without this Preference Certification Form and any required certifications attached, completed, signed and certified, or if this Preference Certification Form is received without the required information, the preference shall not be applied. **NO FORM SHALL BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF BIDS.** The total percentage of all preferences awarded shall not exceed ten percent (10%).

## **13. Pay Equity:**

**Pay Equity Documentation.** All bids shall include a Pay Equity Reporting Form or a valid Certificate which can be accessed at <https://www.cabq.gov/gender-pay-equity-initiative> or in the Solicitation Instructions. Bidders who believe they are exempt

because they are an out-of-state contractor that have no facilities and no employees working in New Mexico are not required to report data, but must still submit a Pay Equity Reporting Form with the box verifying their exempt status checked. **Any bid that does not include a Pay Equity Reporting Form or Certificate shall be deemed nonresponsive, as stated in the Public Purchases Ordinance, 5-5-31 (A).** The gender pay equity task force will automatically issue pay equity certificates to qualifying entities within two (2) business days of submitting the pay equity reporting form. To ensure you have your form or certificate before the deadline for solicitation close, please access the link at least three (3) business days prior to the solicitation deadline. Please visit the website or contact the gender pay equity task force with questions: [OEI@CABQ.GOV](mailto:OEI@CABQ.GOV)

#### **14. General Terms and Conditions:**

Response to this solicitation signifies that Bidder agrees to the City's Terms and Conditions. Bidders may preview terms and conditions applicable to the Contract resulting from this solicitation at:

<https://www.cabq.gov/dfa/procurement-division/vendor-services/terms-and-conditions>

Individual solicitations and/or Contracts may have supplemental terms and conditions which may add or change the listed terms and conditions.

**Part 2: Supplemental Terms and Conditions:**

**1. Brand Names:**

N/A

**2. Intent of Specifications:**

The following specifications are intended to describe the requirements of the City. The City reserves the right to accept some minor variances in the approved goods and/or services offered by bidders if such acceptance is determined to be in the best interest of the City.

**3. Interpretation of Bid Specifications:**

The Awarded bidder shall be responsible for ensuring that goods and/or services offered meet or exceed the stated criteria.

The City reserves the right to add additional products directly related to these Specifications after award of Contract. Any such addition shall be accomplished via an amendment to the Contract awarded under this RFB.

**4. Other Requirements:**

**Additional Insurance**

In addition to the standard insurance coverage requirement in the Terms and Conditions the awarded Bidder shall have an additional \$1,000,000.00 in Professional Liability Coverage.

**Pre-Bid Meeting:**

**Non-Mandatory Pre-Bid Meeting:** This is not a mandatory pre-bid meeting, but highly recommended. Those bidders who choose not to attend shall be solely responsible for obtaining any additional information, clarifications or addenda resulting from this meeting.

Location: Administration Building, Cerro Colorado Landfill, 18000 Cerro Colorado SW, Albuquerque, NM 87121

Date and Time: November 18, 2022 at 1:00 PM

### **Part 3: General Specifications:**

#### **1. Objective Description (Statement of Needs):**

The City of Albuquerque is requesting bids and intends to establish a Price Agreement (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. The City reserves the right to award multiple agreements under this procurement if it is deemed in the best interest of the City.

This solicitation is subject to the Code of Federal Regulations. To view the Code of Federal Regulations, go to: [www.ecfr.gov](http://www.ecfr.gov)

#### **2. Minimum Requirements:**

1. Certification of the required reports by a New Mexico Professional Engineer (PE) is required, as stipulated under 40 Code of Federal Regulations (CFR) 60.759(a) (1). Proof of such license shall be provided in Bonfire> Requested Information, and the PE listed must either be an affiliate of the respondent, or acting as subcontractor or partner. A resume from the certifying PE must be provided in Bonfire > Requested Information., and the experience listed must include at least four (4) years of prior review and certification of LFG reporting for a landfill subject to 40 CFR Part 62 GGG which exceeds 50 Mg/year of calculated Non- Methane Organic Compounds (NMOC).
2. The awarded bidder must have a minimum of four (4) years of Operations and Maintenance (O & M) and reporting experience for a landfill gas collection system subject to 40 CFR Part 62 GGG which exceeded 50 Mg/year of calculated NMOC, and 40 CFR 60.752. Proof of such experience shall be provided in Bonfire > Requested Information.
3. The respondent must have a minimum of four (4) years of experience conducting O & M and needed repairs on an open utility flare which was operated in accordance with 40 CFR 60.752(b)(2)(iii)(8) and proof of such experience shall be provided in Bonfire > Requested Information.

4. The respondent must have a minimum of four (4) years of experience conducting monitoring on a Gas Collection and Control System (GCCS) specifically subject to the provisions stated in 40 CFR 60.753(b) and (c). Proof of such experience shall be provided in Bonfire > Requested Information.

### 3. **Bid Specifications:**

The awarded Bidder 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, pigging, repair and emergency response for the LFG Transmission Pipeline.

Awarded Bidder 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.

### **Objective Description:**

#### **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).

The awarded Bidder 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(SP), 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 (Attachment A) 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) (6) (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.

### **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, Varec flame arrestor, 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 awarded Bidder 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 # 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 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:** The awarded contractor 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 Trolil 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 manufacturers recommended lubricant. NOTE: The Landfill POC information will be provided at the time of award.

**Quarterly:** The awarded Bidder 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 manufacturers recommended lubricant.
- Check the pressure drop across the flame arrestor. If the pressure drop exceeds two (2) inches of water column at maximum LFG flow, then the flame arrestor 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 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 awarded Bidder 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 awarded Bidder 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**

- Relocation of Temperature Probe on Flare Stack
- Remove, calibrate, and re-install (once per 18 months) an FCI ST-98-21 CTO flow meter (or equivalent)
- Remove and send for re-building one (1) 40 HP Houston Service Industries 08103 Blower (or equivalent), re-install with new belts
- Remove old and install new UV Flame Detector C7035A1031 (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 awarded Bidder 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 be 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 (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
- 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 2.5 (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 requalifications are on two-year cycles, however, an annual budget should be planned to allow for regular evaluations of qualified 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. Bidder 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 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 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.

### **COSTS**

The offeror must provide unit pricing for each item listed in the Excel Spreadsheet Labelled "GCCS Pipeline Bid Sheet 11.2.22" and upload to Bonfire, Requested Information per the specifications of the RFB.

Note: This must include all anticipated costs including applicable taxes, licenses and fees.

### ***AWARDED BIDDER 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 CDM 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 6010B 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.

Preparation and timely submission of Solid Waste and Scrap Tire Hauler Annual reports. Assist with records compilation 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.

#### **Pricing**

Bidders are to complete the Excel Bid Sheet and upload in the Requested Information

file.

**Note:** The City shall not enter into any contract which is a cost plus percentage of cost contract.

**4. Ordering and Invoicing Instructions:**

- A. If ordering from a firm fixed priced contract, the City shall issue a Purchase Order for any goods ordered. Any goods ordered must be on the contract awarded under the RFB.
- B. The awarded bidder shall not provide any services unless a Purchase Order has been issued.
- C. Each invoice shall include: (1) a unique invoice number, (2) the Purchase Order number, and (3) details of goods being invoiced to include delivery dates and delivery locations. The amounts on the invoice shall match the amounts on the quote and Purchase Order. Failure to comply with this Section may result in delayed or denied payments.
- D. Invoices may be submitted for processing via Transcepta, email or standard mail, but should only be sent to the AP Division via one of the submission options. Please do not submit invoices via more than one of the stated options, as it will increase chances for processing errors.

- 1) Email: [Accounts.payable@cabq.gov](mailto:Accounts.payable@cabq.gov)
- 2) Standard mail: City of Albuquerque, PO Box 1985, Albuquerque, NM, 87103
- 3) Transcepta: Through the Transcepta Hub or [abq.invoices@submit.transcepta.com](mailto:abq.invoices@submit.transcepta.com)

**5. Estimated Quantities Not an Order:** The contract that resulted from the last bid done in 2013 resulted in an estimated spend of \$1,300,000.00. The City has provided certain historical information or estimated quantities for informational purposes only. By responding to this solicitation, bidder expressly agrees that it understands and acknowledges that the historical information or estimated quantities are not a commitment by the City to purchase any quantity or amount. The City will place actual orders with bidder based on current need.

**6. Unit Prices:** The unit price for each item offered shall be shown unless otherwise specified. In the case of a discrepancy between the unit price and the extended price, the unit price will govern in determining the price used for evaluation. Unit prices offered should be for the units specified.

**Order of Precedence:**

**In the event of conflict between the General Terms and Conditions, the Supplemental Terms and Conditions, and the Specifications, the Specifications shall take precedence.**

Client#: 914933

INTERINC22

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/25/2023

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 (A/C No. Ext.): 210 368-0671

FAX (A/C No.): 610 537-1904

E-MAIL: danelle.touchstone@usi.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Lloyd's of London

SURPLU

INSURER B: Hartford - WC Multiple Issuing Cos

00914

INSURER C: Sentinel Insurance Company Ltd.

11000

INSURER D:

INSURER E:

INSURER F:

INSURED

INTERA Incorporated  
9600 Great Hills Trl  
Suite 300W  
Austin, TX 78759

## 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 CERTIFICATION 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.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Pollution Liability <input checked="" type="checkbox"/> BI/PD DED \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:		ENVP000025423	06/01/2023	06/01/2024	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$25,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		65UECZR3402	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB CLAIMS-MADE DED RETENTION \$		ENVX000020623	06/01/2023	06/01/2024	EACH OCCURRENCE \$6,000,000 AGGREGATE \$6,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	65WBOL6H7Y	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Professional Liab		ENVP000025423	06/01/2023	06/01/2024	\$2,000,000 Aggregate \$1,000,000 Per Claim \$100,000 Deductible
			Retroactive Date	01/10/2002		

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  
(See Attached Descriptions)

## CERTIFICATE HOLDER

## CANCELLATION

Risk Manager, Department of  
Finance and Administrative  
Services  
City of Albuquerque  
P. O. Box 470  
Albuquerque, NM 87103

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



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## **DESCRIPTIONS (Continued from Page 1)**

that provides Additional Insured status to City of Albuquerque and their respective affiliates, subsidiaries, officers, directors, employees, agents and the City of Santa Fe when there is a written contract that requires such status and only with regard to work performed on behalf of the named Insured. The General Liability, Automobile Liability, and Workers Compensation policies provide a blanket Waiver of Subrogation in favor of

City of Albuquerque and their respective affiliates, subsidiaries, officers, directors, employees, agents when required by written contract. 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.



**City of Santa Fe**  
Treasury Department  
200 Lincoln Ave.  
Santa Fe, New Mexico 87504-0909  
505-955-6551

## BUSINESS REGISTRATION

**Business Name:** INTERA INCORPORATED  
DBA: INTERA INCORPORATED

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

**Owner:** Bonnie Melhem

**License Number:** 227829

**Issued Date:** August 24, 2023

**Expiration Date:** August 24, 2024

**CRS Number:** 02480923003

**License Type:** Business License - Renewable

**Classification:** Contractor - General

**Fees Paid:** \$35.00

INTERA INCORPORATED  
9600 GREAT HILLS TRL Suite 300W  
AUSTIN, TX 78759

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 TRANSFERRABLE TO  
OTHER BUSINESSES OR PREMISES.

**TO BE POSTED IN A CONSPICUOUS PLACE**














# 23-0578 Intera Inc.

Final Audit Report

2023-09-26

Created:	2023-09-19
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAYWzvEa3ligr6y5BepN_cz8XWHFz846m

## "23-0578 Intera Inc." History

-  Document created by Xavier Vigil (xivigil@ci.santa-fe.nm.us)  
2023-09-19 - 11:09:36 PM GMT- IP address: 63.232.20.2
-  Document emailed to ekoster@santafenm.gov for signature  
2023-09-19 - 11:10:37 PM GMT
-  Email viewed by ekoster@santafenm.gov  
2023-09-25 - 5:17:21 PM GMT- IP address: 104.47.64.254
-  Signer ekoster@santafenm.gov entered name at signing as Emily K. Oster  
2023-09-25 - 5:21:52 PM GMT- IP address: 63.232.20.2
-  Document e-signed by Emily K. Oster (ekoster@santafenm.gov)  
Signature Date: 2023-09-25 - 5:21:54 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to jwblair@santafenm.gov for signature  
2023-09-25 - 5:21:56 PM GMT
-  Email viewed by jwblair@santafenm.gov  
2023-09-25 - 5:24:01 PM GMT- IP address: 104.47.64.254
-  Signer jwblair@santafenm.gov entered name at signing as John Blair  
2023-09-25 - 5:24:18 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2023-09-25 - 5:24:20 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to Kristine Mihelcic (kmmihelcic@santafenm.gov) for signature  
2023-09-25 - 5:24:23 PM GMT
-  Email viewed by Kristine Mihelcic (kmmihelcic@santafenm.gov)  
2023-09-26 - 0:28:11 AM GMT- IP address: 104.47.65.254



Document e-signed by Kristine Mihelcic (kmmihelcic@santafenm.gov)

Signature Date: 2023-09-26 - 0:28:23 AM GMT - Time Source: server- IP address: 63.232.20.2



Agreement completed.

2023-09-26 - 0:28:23 AM GMT