

City of Albuquerque

Request for Proposals

RFP2007-001-WR

“Operation & Maintenance: Landfill Gas Extraction System, Soil Vapor Extraction/Air Injection System, Groundwater Remediation System and Technical Field Support at the former Los Angeles Landfill”



Proposal Due Date: 09/11/06: NLT 4:00 p.m. (MDT)

The time and date proposals are due shall be strictly observed.

Mandatory Pre-Proposal Conference:
Monday 14 August 2006@ 10:00 A.M. (MDT)

City of Albuquerque
Department of Finance and Administrative Services
Purchasing Division
07/26/06

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INTRODUCTION

The former City of Albuquerque Los Angeles Landfill was in operation from approximately 1978 to 1984. The landfill is approximately 77 acres in size. It is located south of Alameda Boulevard, north of Paseo Del Norte, east of the North Diversion Channel, and west of Washington Street (see enclosed map in Appendix A). When the landfill was in use, it primarily accepted municipal waste (residential and commercial); however small quantities of medical waste and construction debris were discovered in the landfill. Currently the landfill is used annually as RV parking for the Albuquerque International Balloon Fiesta usually during the first half of October. During this time period and the month before (i.e. September), site access is very limited and no work shall be performed during this period except for emergency maintenance as requested by the City's Project Manager.

This solicitation is intended to address the Environmental Health Department's need for operation and maintenance for the landfill gas extraction system, the groundwater soil vapor extraction/air injection system, and the groundwater remediation (pump and treat) system at the landfill. Each of the systems is more fully described below. Although each is a discrete system, the three systems are somewhat interrelated. Knowledge of all three systems may be advantageous to the optimum performance of each system. This solicitation is also intended to address the need for full-time, on-site technical field support for operation, maintenance, landfill gas, and groundwater monitoring activities.

Landfill Gas Extraction System

In 1995, the City of Albuquerque did extensive testing of the landfill and the surrounding areas and discovered that landfill gas had migrated beyond the landfill boundaries and into adjacent developed areas. In response to this migration problem, the City constructed a landfill gas extraction system at the landfill. The City installed the LFG extraction system in two phases. Phase I of the LFG extraction system consisted of 17 perimeter wells (PW-1 through PW-17) installed along the eastern boundary and five interior wells (IW-1 through IW-5). Phase I was completed and started up in January 1998. Phase II consists of approximately 40 wells, perimeter wells (PW-18 to PW-42) and 12 interior wells (IW-6 to IW-17). Phase II placed wells on the remaining boundaries of the landfill (north, west and south) and in the interior of the landfill. Phase II was completed and started up in December 1999.

Soil Vapor Extraction/Air Injection System

During the first half of 2005, the City's contractor (CDM Constructors, Inc.) installed a soil vapor extraction (SVE) system to extract contaminant vapors from the vadose zone between the bottom of the landfill and the water table. Clean air is also injected into this interval to assist in flushing volatile contaminants from the soil. The system became operational in July 2005 and is intended to operate continuously except for brief periods when maintenance activities are underway and for an approximate four-week period during and immediately prior to the Balloon Fiesta (mid-September to mid-October).

Groundwater Remediation System

In 2005, the City's contractor (CDM Constructors, Inc.) constructed a groundwater pump/treat/inject system to remove volatile organic contaminants emanating from the former Los Angeles landfill and

return clean water to the aquifer. The system is located about one-quarter mile south of the landfill and consists of four groundwater extraction wells, an air stripper treatment system and two injection wells. Five wells and the treatment equipment are located on PNM Reeves Power Station property and one well is located on American Gypsum Co. property. The system became fully operational on October 31, 2005. The system is intended to run continuously except for short periods during routine maintenance.

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**PART 1
INSTRUCTIONS TO OFFERORS**

1.1 RFP Number and Title: RFP2007-001-WR, "Operation and Maintenance: Landfill Gas Extraction System, Soil Vapor Extraction/Air Injection System, Groundwater Remediation System, and Technical Field Support at the former Los Angeles Landfill."

1.2 Proposal Due Date: 09/11/06 - NLT 4:00 PM (Local Time)
The time and date proposals are due shall be strictly observed.

1.2.1 Mandatory Pre-Proposal Conference: This is a mandatory pre-proposal conference and Site Inspection. Failure to attend by an authorized representative of the Offeror will result in the rejection of any subsequent offer submitted. In the case of a joint venture, the attendance by any authorized representative of any of the parties to the joint venture will satisfy this requirement.

1.2.2 The City shall have in attendance key personnel to answer questions or discuss issues that may arise. Questions should be prepared prior to the conference and a copy of such questions submitted to the purchasing representative on the day of the conference. Please submit questions in hard copy and on a Diskette or CD.

1.2.3 Mandatory Pre-Proposal Conference Time, Date and Location.

Date/Time: Monday, 14 August 2006 at 10:00 A.M. (MDT)
Location: Albuquerque Balloon Museum
9201 Balloon Museum Dr. N.E.
Albuquerque, New Mexico 87113

1.3 Purchasing Office: This RFP is issued on behalf of the City of Albuquerque by the Purchasing Office, which is the sole point of contact during the entire procurement process.

1.4 Authority: Chapter 5, Article 5 of the Revised Ordinances of the City of Albuquerque, 1994, (the "Public Purchases Ordinance"). The City Council, pursuant to Article 1 of the Charter of the City of Albuquerque and Article X, Section 6 of the Constitution of New Mexico, has enacted this ordinance as authorized by such provisions and for the purpose of providing maximum local self-government. To that end, it is intended that this ordinance shall govern all purchasing transactions of the City and shall serve to exempt the City from all provisions of the New Mexico Procurement Code, as provided in Section 13-1-98K, NMSA 1978.

1.5 Acceptance of Offer: Acceptance of Offer is contingent upon Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the following:

1.5.1 City Public Purchases Ordinance

1.5.2 City Purchasing Rules and Regulations: City of Albuquerque Purchasing Rules

and Regulations: These Rules and Regulations (hereinafter "Regulations") are written to clarify and implement the provisions of the Public Purchases Ordinance. These Regulations establish policies, procedures, and guidelines relating to the procurement, management, control, and disposal of goods, services, and construction, as applicable, under the authority of the Ordinance.

1.5.3 Civil Rights Compliance: Acceptance of offer is contingent upon the Offeror's certification and agreement by submittal of its offer, to comply and act in accordance with all provisions of the Albuquerque Human Rights Ordinance, the New Mexico Human Rights Act, Title VII of the U.S. Civil Rights Act of 1964, as amended, and all federal statutes and executive orders, New Mexico statutes and City of Albuquerque ordinances and resolutions relating to the enforcement of civil rights and affirmative action. Questions regarding civil rights or affirmative action compliance requirements should be directed to the City of Albuquerque Human Rights Division, Community Services Department.

1.5.4 Americans with Disabilities Act Compliance: Offeror certifies and agrees, by submittal of its offer, to comply and act in accordance with all applicable provisions of the Americans with Disabilities Act of 1990 and Federal regulations promulgated there under.

1.5.5 Insurance and Bonding Compliance: Acceptance of offer is contingent upon Offeror's ability to comply with the insurance requirements as stated herein. Please include a copy(s) of such certification or statement of compliance in your proposal.

1.5.6 Ethics:

1.5.6.1 Fair Dealing. The Offeror warrants that its proposal is submitted and entered into without collusion on the part of the Offeror with any person or firm, without fraud and in good faith. Offeror also warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or will be offered or given by the Offeror, or any agent or representative of the Offeror to any officer or employee of the City with a view toward securing a recommendation of award or subsequent contract or for securing more favorable treatment with respect to making a recommendation of award.

1.5.6.2 Conflict of Interest. The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the contract resulting from this RFP. The Offeror also warrants that, to the best of its knowledge, no officer, agent or employee of the City who shall participate in any decision relating to this RFP and the resulting contract, currently has, or will have in the future, a personal or pecuniary interest in the Offeror's business.

1.5.7 Participation/Offeror Preparation: Offeror may not use the consultation or assistance of any person, firm company who has participated in whole or in part in the writing of these specifications or the Scope of Services, for the preparation of its offer or in the management of its business if awarded the contract resulting from this RFP.

1.5.8 Debarment or Ineligibility Compliance: By submitting its offer in response to this RFP, the Offeror certifies that (i) it has not been debarred or otherwise found ineligible to receive funds by any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States; and (ii) should any notice of Debarment, suspension, ineligibility or exclusion be received by the Offeror, the Offeror will notify the City immediately.

1.5.9 Goods Produced Under Decent Working Conditions. It is the policy of the City not to purchase, lease, or rent goods for use or for resale at City owned enterprises that were produced under sweatshop conditions. The Offeror certifies, by submittal of its offer in response to this solicitation, that the goods offered to the City were produced under decent working conditions. The City defines “under decent working conditions” as production in a factory in which child labor and forced labor are not employed; in which adequate wages and benefits are paid to workers; in which workers are not required to work more than 48 hours per week (or less if a shorter workweek applies); in which employees are free from physical, sexual or verbal harassment; and in which employees can speak freely about working conditions and can participate in and form unions. [*Council Bill No. M-8, Enactment No. 9-1998*]

1.6 City Contact: The sole point of contact for this Request for Proposals is the City of Albuquerque Purchasing Division. Contact the following individual(s) regarding this RFP:

- Wayne Riddle, Senior Buyer, Department of Finance and Administrative Services, Purchasing Division,
- Phone: (505) 768-3377 or E-Mail: wriddle@cabq.gov
- Post Office Box 1293, Albuquerque, New Mexico 87103

1.7 Contract Management: The contract resulting from this RFP will be managed by the Environmental Health Department, Environmental Services Division. The Environmental Services Division will designate a contract manager that will serve as the point of contact for all issues related to this contract.

1.8 Clarification: Any explanation desired by an Offeror regarding the meaning or interpretation of this Request For Proposals must be requested in writing not less than ten (10) working days prior to the hour and date specified for the receipt of offers to allow sufficient time for a reply to reach Offerors before the submission of their offers. All inquiries must be directed to the Purchasing Office as stated herein. Oral explanations or instructions given before the award of the contract or at any time will not be binding. Any information given to a prospective Offeror concerning this Request For Proposals, will be furnished to all prospective Offerors as an amendment to this Request for Proposals, if such information is necessary to Offerors in submitting offers on this Request For Proposals or if the lack of such information would be prejudicial to uninformed Offerors.

1.9 Submission of Offers: The Offeror's sealed proposal must be in the format outlined in Part 2 of this Request for Proposals and mailed or delivered pursuant to the following requirements:

1.9.1 Envelope preparation. Offers and modifications thereof shall be enclosed in sealed envelopes and have the following identifying information on the outside:

- Name and address of Offeror
- Closing Date and Time
- Request for Proposals Number
- RFP Title

1.9.2 Ship, Deliver or Hand Carry Sealed Offers to: The Office of the City Clerk, City /County Government Center, 11th Floor, One Civic Plaza, Albuquerque, New Mexico 87102. Mark all packages as stated above.

1.9.3 Mail Sealed Responses to: Office of the City Clerk, Post Office Box 1293, Albuquerque, New Mexico 87103. (Certified Mail is recommended). The City shall not be responsible for the failure of mailed offers to actually be received by the Office of the City Clerk by 4:00 of the day of closing.

Note: The City picks up mail at the post office **once** every morning at 7:00 AM (Local Time). **Note: ALL SEALED PROPOSALS MUST BE RECEIVED BY THE OFFICE OF THE CITY CLERK NO LATER THAN 4:00 PM, LOCAL TIME AS RECORDED IN THE CITY CLERK'S OFFICE.**

1.9.4 No other methods of offer delivery: Neither telephone, facsimile, electronic, nor telegraphic offers shall be accepted.

1.9.5 Submit Hard and Soft Copies of the Proposal as follows:

- **Hard Copy - 1 original and 5 copies of your Technical Proposal. Submit 1 original and 1 copy of your Cost Proposal.**
- **Soft Copy - Submit 1 Original Technical and Cost Proposal on a CD or Diskette.**

1.9.6 Modification: Offers may be modified or withdrawn by written notice provided such notice is received prior to the hour and date specified for receipt of offers.

1.9.7 Failure to Submit Offer: If no offer is to be submitted, the recipient shall not return the Request for Proposals.

1.10 Receipt of Proposals: The only acceptable evidence to establish the time of receipt of proposals at the City Clerk's Office is the time-date stamp of such office on the proposal wrapper or other documentary evidence of receipt maintained by the office.

1.11 Acknowledgment of Amendments To the Request For Proposals: Receipt of an amendment to the Request For Proposals by an Offeror must be acknowledged (a) by signing and returning the amendment, or (b) by letter. Such acknowledgment may be submitted with your offer. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

1.12 Modifications to Scope of Services: In the event that sufficient funds do not become

available to complete each task in the Scope of Services, the Scope of Services may be amended, based upon the cost breakdown required in the Cost Proposal.

1.13 Draft Agreement: A copy of the Draft Agreement to be entered into is attached. Please state that you accept the terms and conditions of the Draft Agreement, or note exceptions.

1.14 Evaluation period: The City reserves the right to analyze, examine and interpret any offer for a period of ninety (90) days after the hour and date specified for the receipt of offers.

1.15 Evaluation Assistance: The City of Albuquerque, in evaluating proposals, reserves the right to use any assistance deemed advisable, including City contractors and consultants.

1.16 Rejection and Waiver: The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

1.17 Debarment of Offeror: Any proposal received from an Offeror that is, at the time of submitting its proposal or prior to receipt of award of a contract, debarred by or otherwise ineligible to receive funds from any agency of the State of New Mexico, any local public body of the State, or any state of the United States, shall be rejected.

1.18 Award of Contract:

1.18.1 When Award Occurs: Award of contract occurs when a Purchase Order is issued or other evidence of acceptance by the City is provided to the Offeror. A Recommendation of Award does not constitute award of contract.

1.18.2 Award: If a contract is awarded, it shall be awarded to the responsive and responsible Offeror whose offer conforming to the Request for Proposals will be most advantageous to the City as set forth in the Evaluation Criteria.

1.18.3 Personnel: The personnel identified in Offeror's proposal shall be the same personnel performing work and providing services. Substitution or replacement of personnel with personnel not identified in Offeror's proposal, without approval from the City, will be cause for termination of award or contract.

1.18.4 Contract Term: The contract term shall be for a period of one (1) year from the effective date of execution of the contract and/or final execution by the City. This contract term may be extended for four (4) additional one-year periods by mutual written agreement between the City and the Contractor.

1.18.5 Type of Contract: **Firm fixed price.**

1.18.6 Debarment/Cancellation of Contract: Upon receipt of notice of debarment of an Offeror awarded a contract as a result of this RFP (the "Contractor"), or other ineligibility of the Contractor to receive funds from any agency of the federal government, the State of New Mexico, any local public body of the State, or any state of the United States, the City shall

have the right to cancel the contract with the Contractor resulting from this RFP for cause as provided in accordance with the terms of said contract.

1.18.7 Graffiti Free: When required, the Contractor will be required to furnish equipment, facilities, or other items required to complete these services, that are "graffiti free". Failure of Contractor to comply with this requirement may result in cancellation of the contract resulting from this RFP.

1.19 Cancellation: This Request for Proposals may be canceled and any and all proposals may be rejected in whole or in part when it is in the best interest of the City.

1.20 Negotiations: Negotiations may be conducted with the Offeror(s) recommended for award of contract.

1.21 City-Furnished Property: No material, labor, or facilities will be furnished by the City unless otherwise provided for in the Request for Proposals.

1.22 Proprietary Data: This Request for Proposals shall be open to public inspection after the recommendation of award of a contract has been signed by the Mayor, except to the extent the Offeror designates trade secrets or other proprietary data to be confidential. Material so designated must be separated from the Offeror's main proposal and each page shall be clearly marked in order to be considered confidential and to facilitate public inspection of the non-confidential portion of the proposal. Prices and 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. The City of Albuquerque will endeavor to restrict distribution of the material designated as confidential or proprietary to only those individuals involved in the review and analysis of the proposals. Offerors are cautioned that materials designated as confidential may nevertheless be subject to disclosure under the New Mexico Inspection of Public Records Act (Sections 14-2-1 et seq, NMSA 1978).

1.23 Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement (Part 6). If a completed Local Preference Certification Form, or a current and correct Resident Preference Number, or evidence to indicate that a company is a manufacturer (if applicable), is not received with the Offeror's response a preference will not be applied for that offer. The Form, the Number, or other evidence will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

1.24 REQUEST FOR PROPOSALS (RFP) PROTEST PROCESS:

1.24.1 When: If the protest concerns the specifications for a competitive solicitation or other matters pertaining to the solicitation documents, it must be received by the Purchasing Officer no later than ten working days prior to the deadline for the receipt of offers.

1.24.2 Recommendation of Award: If the protest concerns other matters relating to this solicitation, the protest must be filed within ten working days after the receipt of notice of the Recommendation of Award.

operations of the Contractor under the contract. Upon execution of the contract and on the renewal of all coverage, the Contractor shall furnish to the City a certificate or certificates in form satisfactory to the City showing that it has complied with these insurance requirements. All certificates of insurance shall provide that thirty (30) days written notice be given to the Risk Manager, Department of Finance and Administrative Services, City of Albuquerque, P.O. Box 470, Albuquerque, New Mexico, 87103, before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. The City shall be named an additional insured for all coverages and the coverages afforded shall be primary with respect to operations provided.

1.25.2 Approval of Insurance: Even though the Contractor may have been given notice to proceed, it shall not begin any work under the contract resulting from this RFP until the required insurance has been obtained and the proper certificates (or policies) filed with the City. Neither approval nor failure to disapprove certificates, policies, or the insurance by the City shall relieve the Contractor of full responsibility to maintain the required insurance in full force and effect. If part of the contract is sublet, the Contractor shall include any or all subcontractors in its insurance policies, or require the subcontractor to secure insurance to protect itself against all hazards enumerated herein, which are not covered by the Contractor's insurance policies.

1.25.3 Coverage Required: The kinds and amounts of insurance required are as follows:

1.25.3.1 Commercial General Liability Insurance. A commercial general liability insurance policy with combined limits of liability for bodily injury or property damage as follows:

| | |
|-------------|---|
| \$1,000,000 | Per Occurrence |
| \$1,000,000 | Policy Aggregate |
| \$1,000,000 | Products Liability/Completed Operations |
| \$1,000,000 | Personal and Advertising Injury |
| \$ 50,000 | Fire Legal |
| \$ 5,000 | Medical Payments |

Said policy of insurance must include coverage for all operations performed for the City by the Contractor and contractual liability coverage shall specifically insure the hold harmless provisions of the contract resulting from this RFP.

1.25.3.2 Professional Liability Insurance. Professional liability insurance in an amount not less than \$1,000,000.00 per claim and aggregate.

1.25.3.3 Automobile Liability Insurance. A comprehensive automobile liability insurance policy with liability limits in amounts not less than \$1,000,000 combined single limit of liability for bodily injury, including death, and property damage in any one occurrence. The policy must include coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment both on and off work.

1.25.3.4 **Workers' Compensation Insurance.** Workers' compensation insurance policy for the Contractor's employees, in accordance with the provisions of the Workers' Compensation Act of the State of New Mexico, (the "Act"). If the Contractor employs fewer than three employees and has determined that it is not subject to the Act, it will certify, in a signed statement, that it is not subject to the Act. The Contractor will notify the City and comply with the Act should it employ three or more persons during the term of the contract resulting from this RFP.

1.25.3.5 **Pollution Liability Insurance.** Contractor's Pollution and Pollution Legal liability insurance and in an amount not less than \$1,000,000 combined single limit of liability per occurrence with a general aggregate of \$2,000,000. The policy must include coverage for all risks of pollution which could result from the Contractor's performance of Services hereunder.

1.25.3.5 **Increased Limits:** During the life of the contract the City may require the Contractor to increase the maximum limits of any insurance required herein. In the event that the Contractor is so required to increase the limits of such insurance, an appropriate adjustment in the contract amount will be made.

1.25.4 BONDS, PERFORMANCE, AND LABOR AND MATERIAL PAYMENTS: The successful Offeror will be required to furnish separate surety bonds each in the amount of Two hundred fifty thousand dollars (\$250,000) offered as security for the faithful performance of the contract and for the payment of all labor and materials. These bonds must be furnished prior to or at the time of the issuance of a Purchase Order, but no later than fifteen (15) calendar days after the date of receipt of written notice of award of a contract resulting from this Request. The Offeror must be named as principal on the bonds. No third party performance bonds will be accepted. The sureties on such bonds shall be duly authorized to conduct business in the State of New Mexico, and listed as approved in the current Federal Register listing and shall be acceptable to the City. Cashier's checks, Letters of Credit, cash or other substitutes will NOT be accepted. Contractor should follow the forms provided in Appendix I.

NO THIRD PARTY BONDS WILL BE ACCEPTED. CASHIER'S CHECKS, CERTIFIED CHECKS, PERSONAL CHECKS, LETTERS OF CREDIT, CASH OR OTHER SUBSTITUTES WILL NOT BE ACCEPTED IN LIEU OF THESE BONDS.

1.26 Minimum Wage Rates:

STATE OF NEW MEXICO - LABOR AND INDUSTRIAL LABOR REQUIREMENTS:

1.26.1 The minimum wages to be paid the various classes of mechanics and laborers engaged by the CONTRACTOR and Subcontractors for Work under this Contract including any additional, omitted or changed work, shall not be less than the amount as determined and established by the Office of the State Labor and Industrial Commission as provided by Section 13-4-11 NMSA 1978 and in full force and effect, without exception, on the date of the contract and during the lifetime of this

1.26.2 The Contractor and each of his Subcontractors shall pay each of his employees working under this Contract in full, in cash, and not less than once a week, less all legally required deductions or withholdings. When circumstances are such that payment in cash is not feasible or is impractical, payment may be made by check, provided, however, that adequate funds to cover same are on deposit at the bank upon which the checks are drawn, and further that the checks may be cashed without charge, trade requirements or undue inconvenience to the payee.

1.26.3 The minimum wage rates, if any, specified for apprentices shall apply only to persons working with the tools of the trade that they are learning, and under the direct supervision of the journeyman or master mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the CONTRACTOR or any Subcontractor shall not exceed the number permitted under the usual practice prevailing between trade unions and Employers Association of the respective trades or occupations.

1.26.4 Wage Underpayments and Adjustments: The Contractor agrees that, in case of underpayment of wages to any worker on the project under this Contract, that the City may withhold out of payments due, an amount sufficient to pay such worker the difference between the wages required to be paid under this Contract and the wages actually paid such worker for the total number of hours worked and that the City may disburse such amount so withheld by it, for and on account of the CONTRACTOR to the employee to which such amount is due. The CONTRACTOR further agrees that the amounts to be withheld pursuant to this paragraph may be in addition to the percentages to be retained by the City pursuant to other provisions of this Contract. A copy of the New Mexico State Office of the Labor Commissioner Minimum Wage Rates and Apprentices minimum wage scales in effect at the time of the Contract shall be posted or otherwise made available to the CONTRACTOR'S employees at all times on the job.

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PART 2 PROPOSAL FORMAT

2.1 Technical Proposal Format, Section One

The proposal will be limited to thirty (30) pages, not including the cover page, offeror identification, proposal summary, figures, charts, and/or attachments/appendices, and should be organized in the following manner:

2.1.1 Cover Page: The cover page of the proposal should include the RFP Name and number, name of the prime contractor submitting the proposal, and the date of the proposal.

2.1.2 Offeror Identification: First page after the cover page; state name and address of your organization or office and nature of organization (individual, partnership or corporation, private or public, profit or non-profit). Subcontractors if any must be identified in a similar manner. Include name and telephone number of person(s) in your organization authorized to execute the Draft Agreement. Submit a statement of compliance with all laws stated herein. Submit a statement of agreement of the terms and conditions of the Draft Agreement; state exceptions. Show receipt of Addenda if applicable. Provide a statement or show ability to carry the insurance specified.

2.1.3 Proposal Summary: Include a proposal summary that clearly and concisely describes the content of the submitted proposal.

2.1.4 Corporate Experience and Performance: Describe the company's qualifications and experience providing environmental services and the services requested by this RFP, local (Albuquerque) business presence and quality assurance procedures used to ensure quality services are provided to the client.

2.1.4.1 – Past Project Performance and Work Experience: Discuss past and current performance of your company and any subcontractors specifically as it relates to operations and maintenance of the systems outlined in the scope of services. Projects discussed should have occurred within the past ten (10) years – preferably within the past five (5) years. Projects presented should demonstrate a minimum of three (3) years experience providing O&M and repair/replacement services for landfill gas extraction systems, minimum of three (3) years experience providing O&M and repair and replacement groundwater extraction and treatment systems (pump & treat) and soil vapor extraction/air injection systems, and three (3) years experience providing on-site full-time field technician services.

2.1.4.2 – Key Personnel and Experience: The following are considered key personnel needed for successfully performing the work outlined in the scope of services provided in this RFP.

2.1.4.2.1 Project/Program Manager: Five (5) years experience in project management planning and implementation with experience supporting design, construction, and operation/maintenance of landfill gas extraction systems, and soil/groundwater remediation systems. Education: B.S. in Civil Engineering, Environmental Engineering or Geology.

2.1.4.2.2 Environmental Engineer: New Mexico Professional Engineer License and five (5) years experience with the design, operation and maintenance of landfill gas extraction systems, soil vapor extraction systems, and groundwater remediation systems. Education: B.S. in Civil Engineering or Environmental Engineering.

2.1.4.2.3 Geologist/Geohydrologist/Groundwater Hydrologist: Five (5) years experience performing well-site geology and hydrogeologic studies, including modeling, for environmental site characterization and remediation. Education: B.S. in Geology.

2.1.4.2.4 Field Technician: Five (5) years experience with the installation, operation and maintenance of landfill gas extraction systems, soil vapor extraction systems, groundwater extraction systems, groundwater sampling activities and landfill gas monitoring. **Should have experience successfully managing the work of subcontractors.**

2.1.4.2.5 CADD Technician: Three (3) years of experience preparing design drawings, as-built drawings, site maps and graphical representations of contaminant distributions and other site characteristics utilizing data collected in the field.

Offeror should state relevant experience of the person(s), including experience of subcontractors, who will be actively engaged in the proposed project. The key personnel presented in response to this RFP by the successful respondent may not be replaced with other professionals unless they have educational and professional qualifications equal to the originally proposed key personnel and they are approved by the City. Corporate resumes of key personnel should be included as an attachment to the proposal and should be limited to two (2) pages per resume.

2.1.5 Proposed Approach to Tasks: Discuss fully your proposed approach to each of the tasks described in Part 3, Scope of Services. Use charts to illustrate the number of hours dedicated to each task and who will be performing each task [individual(s)/firm(s)]. Reference Appendix B, attached hereto, without stating the price structure.

2.1.6 Project Management Plan: Discuss how the company will manage the work under this contract if the company is selected for a contract award. Include project management staff and their place in the corporate reporting structure. Identify the management person that will have ultimate authority for contract commitments.

2.1.7 The Contractor shall provide to the City the following items:

2.1.7.1 A statement of qualifications that depict the prior experience of the Contractor and subcontractor(s) with providing O&M and repair/replacement services for landfill gas extraction systems, soil vapor extraction/air injection systems, groundwater extraction and treatment (pump & treat) systems, and on-site full-time field technician services, along with names of the technical and contractual contacts and project names that show a minimum of three (3) years experience in O&M and repair/replacement services for all of the above;

2.1.7.2 Copies of the 40 hours Hazardous Waste Site certifications as required by OSHA 1910.120, including copies of 8-hour refresher certificates for all personnel that shall be working on any or all of the systems described in this RFP;

2.1.7.3 Copies of certificates verifying that personnel utilized at the site are certified in HDPE welding and electro-couple repair;

2.1.7.4 A valid copy of the Contractor's New Mexico Contractor's License.

2.1.8 Other: The Contractor shall also provide a copy of their company's General Health and Safety Plan. The Contractor shall submit to the City a site-specific health and safety plan for Scheduled Maintenance and Emergency Maintenance tasks within two weeks from execution of the contract.

2.2 Cost Proposal Format, Section Two

2.2.1 Total Cost: Electronic copy: Submit one original electronic copy of this section as stated herein. **Hard Copy:** Submit one original and one copy of your Cost Proposal, in a **separate** binder, or folder distinctly marked with the following information, in a "spread sheet" format as given in the example provided in Appendix B, and attached hereto. The labor rate tables in Appendix C should be completed. The Offeror should include costs for the initial term and for each one-year extension as noted on the form in Appendix B.

2.2.2 The cost proposal should contain at least the following information:

2.2.2.1 The cost for the entire project broken down by the activities as identified in Part 3, Scope of Services.

2.2.2.2 Estimated periodic billing to the City based on the cost of the deliverable items.

2.2.2.3 Cost or pricing details should be shown by task. This might include, but is not limited to:

2.2.2.4 Hours by category, hourly rates, and total labor broken out by professional and other labor. Rates are to include all overhead and profit.

2.2.2.5 Purchased materials, unit costs, and quantities.

2.2.2.6 Subcontract costs if applicable, and additional consulting beyond the scope of the described tasks (if requested).

2.2.3 Offerors should show detailed costs by task and number of hours dedicated to each task as listed in the scope of services.

2.2.4 The preferred format is contained in Appendix B, attached hereto as described above. Your response to this section will be used in performing a cost/price analysis. Separate cost proposal forms should be completed for the initial term year, and for each one-year extension.

2.2.5 All Costs: All costs to be incurred and billed to the City should be described by the Offeror for each item, to allow for a clear evaluation and comparison, relative to other offers received. The Offeror should understand that the City will not pay for any amounts not included -- for example, insurance or taxes -- and that liability for items not included remains with the Offeror.

2.2.6 Travel: Direct costs for travel, lodging, etc. will not be reimbursed by the City and should therefore be considered in unit costs.

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PART 3 SCOPE OF SERVICES

3.0 General Services

All work performed by the Contractor shall be at the direction of the City Environmental Health Department. **The performance of any of the tasks listed in this scope of services shall be at the option of the City.**

This RFP specifically seeks the services of a dedicated field technician to be available on a full-time basis for operation and maintenance of all the systems, including monitoring and sampling, described in this RFP. The knowledge, skills and abilities necessary for this position include, but are not limited to basic knowledge of electrical, plumbing, and mechanical systems, knowledge of and familiarity with field instrumentation, specifically landfill gas instrumentation, and more generally calibration and maintenance of field instrumentation; knowledge of landfill gas extraction, soil vapor extraction, and groundwater pump and treat remediation systems.

3.1 Field Technician Tasks - Landfill Gas Extraction System. This system is made up of sixty (60) extraction wells connected to a blower which pulls a vacuum on the system and feeds a flare where the gas is combusted. Maintenance items associated with this system include, but are not limited to:

- Taking landfill gas readings from the extraction wells and adjust the well field based on City of Albuquerque criteria;
- Performing maintenance on the wellheads as needed;
- Repair or replace the well vaults as needed (excavation may be required);
- Perform maintenance on the flare station components including, but not limited to, the air compressor, the air dryer, diaphragm pumps, etc.;
- Arrange for fields crews, as needed, to remove condensate from the extraction system laterals and header and perform other necessary maintenance items;
- Maintain the condensate sump pumps and the leachate pump in good working condition.

3.2 Field Technician Tasks – Soil Vapor Extraction/Air Injection System

The soil vapor extraction (SVE)/air injection (AI) system at the former Los Angeles Landfill has twenty (20) SVE wells and six (6) AI wells. The AI system distributes atmospheric air to six (6) AI wells, three (3) of which are screened in the upper sand zone approximately ten (10) feet below ground surface and three (3) of which are screened in the lower sand zone approximately five (5) feet above the water table. The SVE wells are connected to a blower system which pulls a vacuum on the wells extracting air from the vadose zone. The air is sent through an entrainment separator to remove water droplets in the air stream. Air then passes through an air filter before being discharged to the atmosphere. Maintenance of this system includes, but is not limited to, the following:

- Measure flow and adjust flow rates in the SVE and AI wells
- Collect gas samples from the system for laboratory analysis

- Take landfill gas readings and volatile organic compound (VOC) readings from the SVE/AI wells
- Maintain the system components including, but not limited to, blowers, motors, air fans, and pumps in the SVE/AI equipment building
- Monitor liquid levels in the nineteen (19) condensate sumps and arrange for pumping as needed

3.3 Field Technician Tasks - Groundwater Remediation System

This system is comprised of groundwater extraction wells, two (2) injection wells, an air stripper, and various associated equipment. The extracted ground water is pumped and treated in the air stripper, then injected back into the aquifer. Operation and maintenance of this system includes, but is not limited to, the following:

- Maintain four (4) pumps for extraction wells;
- Maintain associated equipment such as transducers, pumps, blower and motor assembly, filters, chlorinator, etc.;
- Collect samples for laboratory analyses;
- Adjust flows in the extraction wells as needed;
- Track and record system air and water pressures and flow meter values for the extraction and injection wells.

3.4 Field Technician Task – Groundwater Monitoring and Sampling

The LALF groundwater monitoring network consists of seventeen (17) groundwater wells located on the LALF site, and five (5) groundwater wells and two (2) production wells located on the PNM Reeves Station site. Monitoring and sampling activities include, but are not limited to:

- Monitoring water levels within the wells;
- Collecting groundwater samples for laboratory analysis of volatile organic compounds and inorganic constituents;
- Maintaining sampling equipment in good working condition.

3.4.2 Included in the dedicated field technician’s tasks will be the coordination and oversight of any work under this contract by other representatives of the Contractor.

3.4.3 Key personnel identified in Offeror’s proposal must be the same key personnel performing the services. This request for proposals seeks to provide a contract for the services described in the following sections for systems installed at the former Los Angeles Landfill.

3.5 Landfill Gas (LFG) Extraction System

3.5.1 LFG Extraction System Description & Requirements

The LFG extraction system at the former Los Angeles Landfill consists of the following components:

- 1 - Perennial Energy, Inc. 22mmBTU/hr enclosed flare, with control Panel (Software is PLC Direct by Koyo)
- 1 - Hauck 20 horsepower centrifugal gas blower model # TBG-32-20,
- 1 - Quincy 20 horsepower air compressor model number QTH20,
- 1 - Air Cell SC 20 refrigerant-type Air Dryer,
- 1 - Raco Guard IT Autodialer system,
- 1 - Demister with a 50 gallon holding tank,
- 1 - 300 Gallon Auxiliary holding tank,
- 1 - Condensate Destruction System, which accepts both (condensate and leachate)
- 1 - Grot 7628-8 11 FOZ Flame Arrestor,
- 9 - LFG&E condensation sumps,
- 8 - Isolation valves (6 and 8 inch diameter),
- 60 - 6 inch extraction wells equipped with either LFG&E (orifice plate in horizontal wellhead configuration Phase I wells) or Landtec 2 inch diameter wellheads (pitot tube in vertical position Phase II wells)
- Approximately 17,000 linear feet of 8 inch diameter HDPE SDR 11 and 17 header line and 6 inch diameter lateral line
- 2-inch diameter HDPE airline for the condensate destruction system (condensate sump system)
- 2-inch diameter HDPE force main for the condensate destruction system (condensate sump system)
- 1-Hammerhead H4 Series Submersible Pump Manufactured by QED located in Interior Extraction Well – IW-10
- Ingersoll Rand 70kW microturbine (O&M supplied under separate contract)

3.5.2 All piping and most wellheads are located below ground surface. The condensate sumps have been installed at a maximum depth of approximately 10 to 15 feet, and the header and lateral lines at a depth from just below the surface to a maximum depth of 7 to 8 feet. The average depth is approximately 2.5 feet (see Extraction System Layout as referenced at Appendix E and in Reference Documents listed in Appendix H).

3.5.3 The Contractor shall provide all labor, equipment, materials, tools, health and safety plans, quality assurance/quality control, transportation, and supervision required for this scope of services for the landfill gas extraction system in accordance with the tasks in this RFP and specifications in Appendix E. The Contractor shall be responsible to provide as-built plans of any repair/replacement of extraction system components that the Contractor has provided under the terms of this contract.

3.5.4 The City shall provide the Contractor with all available as-built plans, and operation and maintenance plans/documents as needed (see References in Appendix H). The Contractor shall have full access on the site as necessary to perform the work assignments and as directed by the City. All work activities are to be executed in sequence as determined by the Contractor and with concurrence from the City.

3.5.5 For routine work, and O&M work tasks, the Contractor shall have two (2) weeks from

being given a verbal work assignment to mobilize to the site. Actual start date shall be coordinated with the City. For non-routine or emergency shutdowns of the equipment, the Contractor shall respond to this condition within twenty-four (24) hours.

3.5.6 All work shall conform to standard industry practices concerning landfill gas extraction systems. The Contractor shall follow all manufacturer recommendations pertaining to all components of the LFG system, parts and repair procedures. The Contractor shall provide equipment, parts and labor that meet the specifications as listed in Appendix E, pages E-2 through E-5.

3.5.7 The Contractor shall observe all health and safety requirements and provide appropriate protection for the Contractor's employees, Subcontractor's employees (if any), and City personnel, if necessary.

3.5.8 Operational requirements include, but are not limited to, providing a negative pressure (vacuum) at each wellhead.

3.5.9 The LFG Extraction System must essentially remain in operation 24 hours per day, 7 days per week. During this time, a vacuum must be applied at each functioning well in order to maintain the continuous extraction of LFG from the landfill. The vacuum must not cause air intrusion that results in a nitrogen content of the extracted LFG greater than thirty percent (30%), by volume, or greater than three percent (3%) oxygen, by volume. In addition, the temperatures of the extracted LFG must not exceed 125° F when measured at each wellhead. If these operating criteria are exceeded, adjustments to the LFG Extraction System must be made to bring these parameters back into compliance.

3.5.10 The Contractor shall perform the landfill gas readings of each functional extraction well using the City's Landtec Gem-500 unit. The Contractor shall record the data at each well using the instrument's electronic data logger. The Contractor shall submit to the City an electronic version of the data, as well as a hard copy of the data. A hard copy of the data shall be provided to the City within 72 hours from completion of the landfill gas readings by the Contractor.

3.5.11 This work is essential to achieving the LFG system operational goal; however, it is considered work that can be scheduled to allow for efficient procurement of materials, rental of equipment, and scheduling of additional personnel that may be required. The Contractor shall order parts and implement necessary repairs or replacements to the well field, and flare system, as requested and approved by the City. Replacement and repair of the components will be conducted upon receipt of those components.

3.6 LFG Extraction System Services - Blower/Flare Station Quarterly and Annual Services

The Contractor shall provide quarterly and annual O&M services, as described below, for the LFG extraction system.

3.6.1 QUARTERLY MAINTENANCE FOR LOS ANGELES LANDFILL FLARE STATION

3.6.1.1 Flare Unit

With the flare shut down, perform procedures A through L; with flare operating, perform procedures M through Q; perform procedure R whether flare is shut down or operating:

A. Check Ignitor Gap – Verify that the ignitor gap is between 3/32 inch and 1/8 inch. Regap as needed. Verify that the spark is at the tip of the ignitor.

B. Inspect Ignitor Wiring – Examine the wire which runs between the ignition transformer on the flare and the ignitor plug in the pilot assembly for frayed, heat damaged or worn insulation.

C. Check Pilot – With the “FLARE STATION” switch in “TEST” position turn the pilot switch to the “TEST” position. Verify that the pilot lights and displays at least 3 VDC on the UV sensor. Return the “PILOT” switch to the “AUTO” position. Check pilot gas pressure with a manometer for 7 inches WC.

D. Check Thermocouple Voltage – After the flare has been off for at least 1 hour, open the breaker, then open the control panel and the swing panel. Locate the Thermocouple Terminal Blocks TB-TC. Measure the voltage between the red and yellow wires of TE-501 through TE-503 and convert that voltage to temperature using the “K” type thermocouple chart in the back of Tab 6 of the PEI O&M Manual. The readings should be within 250 degrees Fahrenheit of ambient temperature. Call PEI if a greater discrepancy exists. Close the swing panel and the enclosure door, then close the disconnect.

E. Check FV-301 – With the “FLARE STATION” switch in the “TEST” position, turn the “SHUTDOWN VALVE” switch to the “OPEN” position. As the valve opens, verify that the “OPEN” lamp lights. After the valve has reached the full open position, turn the valve switch to the “CLOSE” or “AUTO” position and verify that the valve closes in less than 2 seconds. Return the valve switch to the “AUTO” position.

F. Check Blower – With the “FLARE STATION” switch in the “TEST” position, turn the “BLOWER” switch to the “TEST” position. Verify that the blower contactor closes properly (i.e. without chattering, etc.) and that the blower starts smoothly. After the blower has reached maximum speed, turn the “BLOWER” switch to the “AUTO” position and verify that the blower stops properly.

G. Check all components against the “Setpoint & Configuration” sheets in the PEI O&M Manual to make sure that they haven’t changed.

H. Zero out the pressure, delta pressure, and vacuum gauges by closing off the valves in the gas lines to the gauges and opening the valves in the tees to atmosphere. Adjust the zeroing screw until the needle points at zero.

I. To calibrate the Flow and Pressure Transmitter refer to Section 7, Manufacturer's Literature, Tab 20 of the PEI O&M Manual.

J. Remove the 8 inch blind flange inspection port on the demister and remove any debris that has collected.

K. If the pressure drop across the demister reaches two times its original value, open up the top of the demister and pull out the element. There are two rods at the top that are attached to the demister element that make it easy to remove. Hose the element down with high pressure water and put it back in the demister container.

L. Put the Temperature Controller (YIC-1) Manual/Auto Temp in manual mode which is "0" and increase and decrease the output (YIC-1) Manual Louver Out Setpoint to 100% then to 0% and make sure the louvers go all the way closed then all the way open respectively. Adjust the linkage if needed.

M. Test the High Temperature shutdown while the flare is operating by turning the thermocouple switch (TES-1) to the "OFF" position. This will give the system an open thermocouple signal (2420 degrees Fahrenheit); the unit should shutdown on high temperature after 10 seconds.

N. Test the Blower Fail (Overload) Shutdown by pulling out the reset button on the motor starter. The system should stop immediately. Do not forget to reset it by pushing it in again.

O. Test the Pilot Fail Shutdown by turning off the natural gas and starting the system. The system should shut down after the YIC-1 "Pilot On Timer Setpoint" times out.

P. Test the Flame Fail Shutdown by closing the manual inlet valve while the system is running and after the pilot has turned off. The system should shut down in a few seconds.

Q. Test the Low Temperature Shutdown by putting the YIC-1 Manual/Auto Temp to "0" and the Manual Louver Out Setpoint to 100%. The louvers will open until the flare temperature drops below the Low Temperature Setpoint. The system should shutdown after the Low Flare Temperature Shutdown times out.

R. Check all bolts, nuts and fasteners and tighten if needed.

3.6.2 ANNUAL MAINTENANCE FOR LOS ANGELES LANDFILL FLARE STATION

In addition to items A – R above the following items should be performed on an annual basis:

3.6.2.1 With the flare shut down check the following:

- A. Look for arcing contactor points – check the switches and the contactor.
- B. Re-torque all Electrical Connections – The most critical areas to re-torque are the thermocouple leads, the main power leads in the main disconnect, and the motor starters.
- C. Inspect the flare, burners, and refractory or insulation material. If necessary the flare may have to be entered through the access manway for inspection. This should be treated as a confined space entry
- D. Inspect the controlled-air louvers and louver motors for any signs of damage.
- E. Inspect the sight glass and clean or replace as needed.

3.7 Air Compressor and Air Dryer Quarterly Services: The Contractor shall also provide quarterly O&M services for the air compressor and the air dryer located at the blower/flare station. Servicing shall include, but shall not necessarily be limited to: changing oil, changing filters, general cleaning of each unit, and checking and adjusting the air compressor belt tension.

3.8 Repair of Extraction System Equipment and Components: The Contractor shall be required to repair and/or replace HDPE piping (header/lateral/condensate lines); isolation and/or condensate isolation valves; wellheads, including vaults, piping, fittings, valves, pitot tubes, orifice plates, etc. as required by the City. In addition, the Contractor shall be required to fix HDPE pipe leaks/cracks due to displacement of the HDPE pipe because of differential settlement of the landfill, and/or other causes. The repair and/or replacement of components shall be completed to ensure reliable continued system performance.

3.9 Routine Monitoring and Recordkeeping: Contractor shall provide the monitoring and adjustment of the LFG wells and system when requested by the City. The Contractor shall perform the work in accordance with the site O&M manual and the guidance from City personnel. The forms in Appendix E, page E-6 (operating data for blower/flare station) and pages E-7 and E-8 (for extraction system) shall be completed for each round of readings.

3.10 Records: The Contractor shall maintain and provide complete record keeping services as required by the City. Two copies of the records shall be supplied to the City within 48 hours after the readings and adjustments have been made. The record keeping shall include any problems encountered and solutions implemented, adjustments made to the well field or flare system, and general maintenance performed on the system. The Contractor shall record levels of methane (CH₄), carbon dioxide (CO₂), oxygen (O₂), nitrogen (N₂), flow rate, static & differential pressure at each extraction well.

3.11 Miscellaneous Tasks: The Contractor shall be required to perform other miscellaneous tasks related to the extraction system and/or Blower/Flare Station, as required by the City, in order to maintain good working operation of all the components of the LFG extraction system.

Miscellaneous tasks shall include the removal of condensation trapped in wellheads, lateral and/or header extraction system piping as directed by the City.

3.12 Maintenance of the system shall include: The gas extraction wellheads will be checked for such items as:

- Proper valve operation, obstructions in the sampling and testing ports;
- Tightness of bolts;
- Cleaning and/or replacement of sample ports, thermometers; flow valves, pitot tubes, etc.

3.13 LFG Extraction System Emergency Maintenance

3.13.1 Emergency services include, but are not limited to, responding to conditions that would require an immediate response and restoring operation of the system. Such emergency services include, but are not limited to, the following: response to blower failure; response to flame failures; response to alarm conditions and alarm failures; response to flare exhaust temperature sensors to controller failure; odor complaints; repair of header/lateral gas pipe breaks that disrupt gas flow (HDPE welding required); repair of broken or leaking piping, general; repair of condensate sumps; replacement of extraction wells or monitoring probes; repair of flare station components; removal of condensate from system that is not captured in the sumps.

3.13.2 Emergency work includes any situation related to the gas system that constitutes an imminent safety hazard. The urgent nature of these items is such that response to them cannot be scheduled. Accordingly, Contractor's staff shall respond to these conditions, as needed on an event-by-event basis, seven (7) days per week, within a twenty four (24) hour period from notification of the problem. If, upon response to an emergency call, Contractor and the City representative on site concur that the facets of the "emergency" do not constitute an immediate safety threat, Contractor will perform only the work required at that time to eliminate any related safety hazard. In the event of a difference of opinion related to the determination of an immediate safety threat, the decision of the City representative will be final. Once the safety hazard has been mitigated, Contractor will then proceed to coordinate and schedule the non-emergency repairs as described above.

3.14 Soil Vapor Extraction (SVE)/Air Injection (AI) System

3.14.1 SVE/AI System Description & Requirements

The skid-mounted SVE/AI system (manufactured by North East Environmental Products, Inc.) includes the following components:

- SVE Blower (Competitor Rotary Positive Displacement Air Blower – Model 6015)
- Moisture Separator (Nye's Machine & Design, 24" dia., 42" tall, steel tank w/ fittings)
- In-Line Air Filter (Solberg Manufacturing, CSL Series 3 - 6" MPT)

- Vacuum Gage (Dwyer Magnehelic Differential Pressure Gage)
- High Level Switch (Flotect Model L6 Float Switch)
- Two Pump Control Probes (Warrick 3W1/3W2 Wire Suspended Electrodes)
- Condensate Pump (Russell Pump Model PA515)
- Two Vacuum Gages (Winters LF Series, 30" Hg Vacuum)
- Vacuum Relief Valve (Kunkle Model 215V)
- Two Flow Meters (Dwyer Pitot Tubes and Magnehelic Differential Pressure Gages)
- Sparge Blower (Competitor Rotary Positive Displacement Air Blower – Model 4007)
- Air Filter (Solberg Manufacturing, FS Series ½" – 3" MPT)
- Pressure Relief Valve (Kunkle Model 0337)
- Silencer (Ametek Inlet/Outlet Muffler)
- Pressure Gage (Winters LF Series, 0-15 psi)
- Temperature Gage (Winters Bi-Metal Thermometer, 0-250F)
- Sound Enclosure (Tamer Industries Alum-A-Frame System, 64" x 44" x 68")

3.14.2 In addition to the skid-mounted equipment listed above, the SVE system also includes:

- Sensaphone Model 4100 autodialing system and associated sensing equipment
- Various sensors, relays, timers, and control equipment (North East Environmental Products)
- Ten (10) SVE wells (each containing a shallow completion and a deep completion)
- Three (3) AI wells (each containing a shallow completion and a deep completion)
- Thirteen (13) utility vaults containing the well heads and flow control valves
- Thirty (30) 3" ball valves
- Thirty (30) 3" gate valves
- Thirteen (13) SVE soil gas probes
- Twenty (20) vacuum gages
- Six (6) pressure gages
- Approximately 600 feet of 6" HDPE pipe, generally buried 1½ to 4 feet below grade
- Approximately 1700 feet of 4" HDPE pipe, generally buried 1½ to 4 feet below grade
- Approximately 4800 feet of 3" HDPE pipe, generally buried 1½ to 4 feet below grade
- Nineteen (19) condensate collection sumps (top of sump generally 18-36" below grade)
- One (1) 525-gallon condensate holding tank (Snyder Industries Inc., TK 525HL X 48 HD/NAT 1.9)
- Fabricated truss channel crossing structure
- Approximately 100 feet of 3" and 100 feet of 6" Schedule 80 PVC pipe (supported by channel crossing structure)
- Approximately 100 feet of 3" galvanized pipe (above bridge crossing and inside treatment building)

- 20'x20' steel equipment building, lights, exhaust fan, and assorted pipe and fittings inside building
- Electrical panels and equipment

3.15 SVE/AI System Services

Contractor will provide routine operating and maintenance services and non-routine or emergency repair services as requested for the following equipment located at and near the former Los Angeles landfill. Contractor will visit the site monthly. Contractor will perform the activities set forth in Table 3.1.

| Table 3.1 LALF SVE/AI System Predicted Maintenance Tasks & Frequency of Performance | Monthly | 2 Months | 6 Months | 12 Months |
|---|----------------|-----------------|-----------------|------------------|
| Inspect 18 condensate sumps – arrange for condensate removal | X | | | |
| Inspect 1 condensate collection tank – arrange for condensate removal | X | | | |
| Inspect 10 SVE and 3 AI well completion assemblies | X | | | |
| Read and record flow rates at 13 wellheads using a calibrated flow meter and adjust flows as necessary | X | | | |
| Measure volatile organic compound (VOC) concentrations using a photoionization detector and landfill gas (methane, carbon dioxide, oxygen and nitrogen) concentrations using a landfill gas meter in 20 soil vapor extraction wells and six air injection wells | X | | | |
| Record all field measurements in a dedicated field notebook and consult with City staff to evaluate system performance | X | | | |
| Lubricate 1 SVE blower and motor assemblies, adjust drive belt tension | | X | | |
| Lubricate 1 AI blower and motor assemblies, adjust drive belt tension | | X | | |
| Inspect 1 condensate transfer pump and repair as necessary | | X | | |
| Inspect 2 air supply fans and repair as necessary | | X | | |
| Clean and perform routine maintenance on equipment building including graffiti removal | X | | | |
| Perform annual shutdown of SVE and AI systems for Balloon Fiesta event | | | | X |
| Perform offsite annual maintenance of SVE and AI systems during Balloon Fiesta event | | | | X |
| Perform annual startup of SVE and AI systems after Balloon Fiesta event | | | | X |
| Maintain log book and expense records of all maintenance performed and equipment calibrations | X | | | |

AI = Air Injection

SVE = Soil vapor extraction

3.15.1 The Contractor shall maintain and provide complete record keeping services as required by the City. Two copies of the records shall be supplied to the City within forty-eight (48) hours after the readings and adjustments have been made. The record keeping shall include any problems encountered and solutions implemented, adjustments made to the well field, and general maintenance performed on the system.

3.16 SVE/AI System Emergency Services

3.16.1 Emergency services include, but are not limited to, responding to conditions that would require an immediate response and restoring operation of the system.

3.16.2 For emergency shutdowns of equipment, the Contractor shall respond to this condition within twenty-four (24) hours.

3.17 Groundwater Remediation System

3.17.1 Groundwater Remediation System Description & Requirements

The groundwater remediation system at the former Los Angeles Landfill is a “pump and treat” system and is a skid-mounted shallow tray air stripper system which includes the following components:

- Shallow tray air stripper (North East Environmental Products, Model 41231)
- Blower (American Fan Co., Model BC-6-08S-24B, 25 HP, 3600 rpm) w/ electric motor (Weg, W21)
- Feed Pump w/ motor (G&L Model 6SH1M5EO, Cat. # 6SHK6)
- Discharge Pump w/ motor (G&L, model not available)
- Inlet Flow Meter (+GF+ Signet 515/2536 Rotor-X Flow Sensor and 8550-1 Flow Transmitter)
- Two Flow Meters (Dwyer Magnehelic Differential Pressure Gage)
- Dwyer Pitot Tube
- Dwyer Series 1950 Explosion-Proof Differential Pressure Switch
- Two Float Switch (SJE Rhombus)
- Two Pressure Gages (Winters LF Series 0-100 psi)
- Thermometer (Winters Bi-Metal, 2”)

3.17.2 Other components of the groundwater treatment system include:

- Four groundwater extraction wells
- Two groundwater injection wells
- Six utility vaults containing the wellheads, control valves and transducer termination housings
- Six 3” ball valves
- Six 3” gate valves

- Four pressure transducers (US Filter)
- Quadplex Pump Control System (US Filter Control Systems, Ser. # 503973)
- Four transducer cable termination housings with desiccant packs
- Six 2" cast iron air venting valves
- Approximately 900 feet of 6" Schedule 80 PVC pipe (generally buried about 36" below grade)
- Approximately 1550 feet of 4" Schedule 80 PVC pipe (generally buried about 36" below grade)
- Approximately 1150 feet of 3" Schedule 80 PVC pipe (generally buried about 36" below grade)
- 4500 gallon water tank (Snyder Industries Inc., ASMTK 4500 VCT X 102 HD/NAT 1.9)
- Four Flotect Float Switches (L6EPB BS3C)
- Immersion heater (Vulcan Electric Co., 5000 Watts, 240 Volts)
- Two filtration assemblies (Nowata Filtration, Model W20BU30N15, 150 psi, each uses 3 bag filters)
- Four Ashcroft 0-100 psi pressure gages
- Chlorination tank (Neptune Chemical Pump Co.)
- Six flow control valves (inside treatment building, Mueller Co., 4" RWGV)
- Two rotameters
- Autodialer (Sensaphone Model 4100)
- 20'x20' steel equipment building, lights, heater, and assorted pipe and fittings inside building
- Electrical panels and equipment

3.18 Groundwater Remediation System Services

Contractor will perform the activities set forth in Table 3.2 below at the groundwater treatment facilities located about one-quarter (.25) mile south of the landfill site.

See following Table

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| Table 3.2 Groundwater Remediation System Predicted Tasks and Frequency | Monthly | 2 Months | 6 Months |
|---|----------------|---------------------|---------------------|
| Read and record 4 extraction well totalizer valves | X | | |
| Read and record 4 extraction well water levels and verify transducer settings | X | | |
| Inspect 4 extraction and 2 injection well completions | X | | |
| Inspect and verify that 4 groundwater extraction pumps are at optimal performance | X | | |
| Inspect, clean and calibrate 4 transducers | | | X |
| Inspect and service air stripper feed pump | X | | |
| Inspect and service air stripper discharge pump ^a | X | | |
| Inspect and service air stripper blower and motor assembly | X | | |
| Clean air stripper trays and wetted parts ^a | X | | |
| Flush or replace pre-filter and final filter bags | | X | |
| Inspect and service chlorine pot feeder | X | | |
| Test equalization tank system shutdown switch | | X | |
| Test injection well shutdown switch | | X | |
| Read and record 2 totalizers | X | | |
| Read and record system pressures (air and water) | X | | |
| Inspect injection valve nitrogen cylinder | X | | |
| Replace empty nitrogen cylinder | | | X |
| Clean and perform routine maintenance on equipment building | X | | |
| Maintain log book and expense records of all maintenance performed | X | | |

^a Air stripper and discharge pump may need to be acid washed periodically to remove carbonate scale.

AI = Air injection

SVE = Soil vapor extraction

3.18.1 The Contractor shall maintain and provide complete record keeping services as required by the City. Two (2) copies of the records shall be supplied to the City within forty-eight (48) hours after the readings and adjustments have been made. The record keeping shall include any problems encountered and solutions implemented, adjustments made to the well field, and general maintenance performed on the system.

3.19 Groundwater Remediation System Emergency Services

3.19.1 y services include, but are not limited to, responding to conditions that would require an immediate response and restoring operation of the system.

3.19.2 For emergency shutdowns of equipment, the Contractor shall respond to this condition within twenty-four (24) hours.

3.20 Groundwater Monitoring and Sampling

The LALF groundwater monitor well network consists of seventeen (17) groundwater wells located on the LALF site, and five (5) groundwater wells and two (2) production wells located on the PNM Reeves Station site. The Contractor, if needed, shall assist City staff with monitoring and sampling activities set forth in Table 3.3 below.

| Table 3.3 LALF Groundwater Monitoring and Sampling Tasks & Frequency | Monthly | Quarterly | Annually |
|---|----------------|------------------|-----------------|
| Water level measurements LALF-3, -4, -6, -9, -10, -12, -14, -16, -17, -18, -19 RSMW-2, -3, -4, -5, -6 | X | | |
| Groundwater sampling LALF-3, -4, -6, -9, -10, -12, -13, -14, -16, -17, -18, -19 (VOCs & inorganics) | | X | |
| Groundwater sampling LALF-5, -7, -8, -11, -15 (VOCs & inorganics) | | | X |
| Groundwater sampling RSMW-2, -4, -5, -6 (VOCs) | | X | |
| Groundwater sampling RSMW-2, -4, -5, -6 (inorganics) | | | X |
| Groundwater sampling Reeves east & west production wells (VOCs & inorganics) | | | X |

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PART 4 EVALUATION OF OFFERS

4.1 Selection Process. The Mayor of Albuquerque shall name, for the purpose of evaluating the proposals, an Ad Hoc Advisory Committee. On the basis of the evaluation criteria established in this RFP, the committee shall submit to the Mayor a list of qualified firms in the order in which they are recommended. Proposal documentation requirements set forth in this RFP are designed to provide guidance to the Offeror concerning the type of documentation that will be used by the Ad Hoc Advisory Committee. Offerors should be prepared to respond to requests by the Purchasing Office on behalf of the Ad Hoc Advisory Committee for oral presentations, facility surveys, demonstrations or other areas deemed necessary to assist in the detailed evaluation process. Offerors are advised that the City, at its option, may award this request on the basis of the initial offers.

4.2 Evaluation Criteria. The following general criteria, not listed in order or significance, will be used by the Ad Hoc Advisory Committee in recommending contract award to the Mayor. The proposal factors will be rated on a scale of **0-1000** with weight relationships as stated below.

4.2.1 Evaluation Factors:

100 -- The Offeror's general approach and plans to meet the requirements of the RFP.

300 -- Experience and qualifications of the Offeror and key personnel as shown on staff resumes to perform tasks described in Part 3, Scope of Services.

200 --The Offeror's past performance on projects of similar scope and size.

100 --The Offeror's detailed plans to meet the objectives of each task, activity, etc. on the required schedule.

100 -- Adequacy of proposed project management and resources to be utilized by the Offeror.

100 -- The overall ability of the Offeror, as judged by the evaluation committee, to successfully complete the project within the proposed schedule. This judgment will be based upon factors such as the project management plan and availability of staff and resources.

100 -- Cost Proposal – The costs proposed by the Contractor as described in Section 2.2 of this RFP to perform the tasks listed in Part3, Scope of Services. The evaluation of this section will occur after the technical evaluation, based on a cost/price analysis.

4.2.2 Cost/Price Factors: The evaluation of cost factors in the selection will be determined by a cost/price analysis using your proposed figures. Please use the format described in Appendix B and complete separate forms for the initial term year and one for each one-year extension. Proposed costs will be evaluated not only to determine if the

estimate is reasonable, realistic, and cost effective, but also, the Offeror's ability to organize and perform the services. Please note that the lowest cost is not the sole criterion for recommending contract award.

4.2.3 Cost Evaluation. The cost/price evaluation will be performed by the City Purchasing Division or designee. A preliminary cost review will ensure that each Offeror has complied with all cost instructions and requirements. In addition, proposals will be examined to ensure that all proposed elements are priced and clearly presented. Cost proposals that are incomplete or reflect significant inconsistencies or inaccuracies will be scored accordingly or may be rejected by the Ad Hoc Advisory Committee if lacking in information to determine the value/price/cost relative to the services proposed.

The method of cost evaluation to be used will be a Ratio Method. Using this method, the proposal with the lowest cost receives the maximum points allowed. All other proposals receive a percentage of the points available based on their cost relationship to the lowest. This is determined by applying the following formula:

$$\frac{\text{Lowest cost}}{\text{Cost being evaluated}} \times \text{maximum points available} = \text{awarded points}$$

Example:

The cost for the lowest proposal is \$100,000. The next lowest proposal has a cost of \$125,000. The total points available for cost = 100 points.

$$\frac{\$100,000}{\$125,000} = .80 \times 100 = 80 \text{ points}$$

The low offer receives 100 points and the 2nd low offer receives 80 points.

4.2.4 Local Preference. Local and Resident Preference: A preference for local and state businesses is available under the City of Albuquerque Public Purchases Ordinance, for this procurement. The "LOCAL PREFERENCE CERTIFICATION FORM" and instructions are attached as an Appendix to this Request for Proposals. If a completed Local Preference Certification Form, or a current and correct Resident Business Preference Number is not received with the Offeror's response, a preference will not be applied for that offer. The Form or the Number will not be accepted after the deadline for receipt of proposals. For those Offerors qualifying for the preference, a 1.05 multiplier will be applied to the total raw score. Only one preference will apply for this procurement. Local Preference supersedes all other preferences.

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**PART 5
DRAFT AGREEMENT**

THIS AGREEMENT is made and entered into this ___ day of _____, 20__ by and between the City of Albuquerque, New Mexico a municipal corporation, (hereinafter referred to as the "City"), and _____, hereinafter referred to as the "Contractor"), a _____, whose address is _____.

RECITALS

WHEREAS, the City issued a Request For Proposals for the Environmental Health Department, RFP07-001-WR, titled "Operations and Maintenance: Landfill Gas Extraction System, Soil Vapor Extraction/Air Injection System, Groundwater Remediation System and Technical Field Support at the Former LA Landfill", dated 28 July 2006, which is attached hereto as Exhibit A, and by this reference made a part of this Agreement; and

WHEREAS, the Contractor submitted its proposal, dated _____, in response to RFP07-001-WR, which proposal is attached hereto as Exhibit B, and by this reference made a part of this Agreement; and

WHEREAS, the City desires to engage the Contractor to render certain services in connection therewith, and the Contractor is willing to provide such services.

NOW, THEREFORE, in consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

1. Scope of Services. The Contractor shall perform the following services (hereinafter the "Services") in a satisfactory and proper manner, as determined by the City:

Operation and Maintenance: Landfill Gas Extraction System, Soil Vapor Extraction/Air Injection System, Groundwater Remediation System, and Technical Field Support at the former Los Angeles Landfill, in accordance with Exhibit A as supplemented by Exhibit B.

2. Time of Performance. Services of the Contractor shall commence on the date of final execution of this Agreement and shall be undertaken and completed in such sequence as to assure their expeditious completion in light of the purposes of this Agreement; provided, however, that in any event, all of the Services required hereunder shall be completed within one (1) year of the date of execution of this Agreement. This Agreement may be extended for up to four (4) additional one-year periods upon written agreement of the parties.

3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 1 hereof, the City agrees to pay the Contractor up to the amount of _____ Dollars (\$ _____), which amount includes any applicable gross receipts taxes and which amount shall constitute full and complete compensation for the Contractor's Services under this Agreement,

including all expenditures made and expenses incurred by the Contractor in performing such Services.

B. Method of Payment. Such amount shall be paid to the Contractor at the rate of _____ Dollars (\$ _____) per month. Payment shall be made to the Contractor monthly upon receipt by the City of a properly documented requisition for monthly payment as determined by the budgetary and fiscal guidelines of the City and on the condition that the Contractor has accomplished the Services to the satisfaction of the City.

C. Appropriations. Notwithstanding any other provisions in this Agreement, the terms of this Agreement are contingent upon the City Council of the City of Albuquerque making the appropriations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made by the City Council, this Agreement may be terminated at the end of the City's then current fiscal year upon written notice given by the City to the Contractor. Such event shall not constitute an event of default. All payment obligations of the City and all of its interest in this Agreement will cease upon the date of termination. The City's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final.

4. Independent Contractor. The Contractor is considered as an independent contractor at all times in the performance of the services described in Section 1. The Contractor further agrees that neither it nor its employees are entitled to any benefits from the City under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of the City under the provisions of the Merit System Ordinance as now enacted or hereafter amended.

5. Personnel.

A. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the City.

B. All the Services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or Services covered by this Agreement shall be subcontracted without the prior written approval of the City. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. Indemnity. The Contractor agrees to defend, indemnify, and hold harmless the City and their officials, agents, and employees from and against any and all claims, actions, suits, or proceedings of any kind brought against said parties for or on account of any matter arising from the Services performed by the Contractor under this Agreement. The indemnity required herein shall not be limited by reason of the specification of any particular insurance coverage in this Agreement.

7. **Bonds and Insurance.** The Contractor shall not commence any work under this Agreement until the insurance required in Exhibit A, Section 1.25, has been obtained and the proper certificates (or policies) have been submitted to the City.

8. **Discrimination Prohibited.** In performing the Services required hereunder, the Contractor shall not discriminate against any person on the basis of race, color, religion, gender, sexual preference, sexual orientation, national origin or ancestry, age, physical handicap or disability, as defined in the Americans With Disabilities Act of 1990, as currently enacted or hereafter amended.

9. **ADA Compliance.** In performing the Services required hereunder, the Contractor agrees to meet all the requirements of the Americans With Disabilities Act of 1990 (the "ADA"), which are imposed directly on the Contractor or which would be imposed on the City as a public entity. The Contractor agrees to be responsible for knowing all applicable rules and requirements of the ADA and to defend, indemnify and hold harmless the City, its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties as a result of any acts or omissions of the Contractor or its agents in violation of the ADA.

10. **Reports and Information.** At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information, as the City may request pertaining to matters covered by this Agreement. Unless authorized by the City, the Contractor will not release any information concerning the work product including any reports or other documents prepared pursuant to the Agreement until the final product is submitted to the City.

11. **Establishment and Maintenance of Records.** Records shall be maintained by the Contractor in accordance with applicable law and requirements prescribed by the City with respect to all matters covered by this Agreement. Except as otherwise authorized by the City, such records shall be maintained for a period of three (3) years after receipt of final payment under this Agreement.

12. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, there shall be made available to the City for examination all of the Contractor's records with respect to all matters covered by this Agreement. The Contractor shall permit the 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 this Agreement. The Contractor may be required to provide such information and records and appear as a witness in hearings for the City's Board of Ethics and Campaign Practices pursuant to Article XII, Section 8 of the Albuquerque City Charter.

13. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The City shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data or other materials prepared under this Agreement.

14. **Compliance with Laws.** In providing the Scope of Services outlined herein, the

Contractor shall comply with all applicable laws, ordinances, and codes of the Federal, State, and local governments.

15. Changes. The City may, from time to time, request changes in the Scope of Services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the City and the Contractor, shall be incorporated in written amendments to this Agreement.

16. Assignability. The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in this Agreement (whether by assignment or novation), without the prior written consent of the City thereto.

17. Termination for Cause. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this Agreement or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Agreement, the City shall thereupon have the right to terminate this Agreement by giving five (5) days written notice to the Contractor of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, and reports prepared by the Contractor under this Agreement shall, at the option of the City, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purposes of set-off until such time as the exact amount of damages due the City from the Contractor is determined.

18. Termination for Convenience of City. The City may terminate this Agreement at any time by giving at least fifteen (15) days notice in writing to the Contractor. If the Contractor is terminated by the City as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the Services actually performed bear to the total Services of the Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Contractor, the preceding section hereof relative to termination shall apply.

19. Construction and Severability. If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

20. Enforcement. The Contractor agrees to pay to the City all costs and expenses including reasonable attorney's fees incurred by the City in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

21. Entire Agreement. This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

22. **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of the City of Albuquerque.

23. **Approval Required.** This Agreement shall not become effective or binding until approved by the City's Chief Administrative Officer.

IN WITNESS WHEREOF, the City and the Contractor have executed this Agreement as of the date first above written.

CITY OF ALBUQUERQUE

CONTRACTOR:

Approved By:

By: _____

Bruce J. Perlman, Ph.D.
Chief Administrative Officer

Title: _____

Date: _____

Date: _____

Fed Tax ID No: _____

State Tax ID No: _____

Director
Department _____

Date: _____

EXHIBIT A
CITY OF ALBUQUERQUE REQUEST FOR PROPOSALS

EXHIBIT B
OFFEROR'S PROPOSAL

**PART 6 - INSTRUCTIONS FOR
LOCAL PREFERENCE CERTIFICATION FORM**

1. ALL INFORMATION MUST BE PROVIDED. A 5% local preference is available for this procurement. To qualify for this preference, an Offeror **MUST** complete and submit this Form **WITH ITS OFFER**. If an offer is received without the Form attached, completed, signed and certified, or if the Form is received without the required information, the preference will not be applied. **THE FORM OR A CORRECTED FORM WILL NOT BE ACCEPTED AFTER THE DEADLINE FOR RECEIPT OF PROPOSALS.**

2. LOCAL PREFERENCE PRECEDENCE OVER STATE PREFERENCE. The local preference takes precedence over the State Resident Business Preference and only one of the two preferences will be applied to any one offer. If it is determined that the local preference applies to one or more Offerors in any solicitation, the State Resident Business Preference will not be applied to any offers.

3. PHYSICAL LOCATION MUST BE STATED. To qualify for the local preference, a business must have a location in the Albuquerque Metropolitan Area (Abq. Metro Area). The business location inserted on the form must be a physical location, street address or such. **DO NOT** use a post office box or other postal address.

4. ADDITIONAL REQUIREMENT. To qualify for this preference, the principal Offeror (i.e. the business, **NOT** the individual signing the form) if it is a corporation, must be a New Mexico corporation with its articles of incorporation filed with the New Mexico Public Regulation Commission.

5. DEFINITIONS. The following definitions apply to this preference:

- The Abq. Metro Area includes all locations within the City of Albuquerque and Bernalillo County, and within any municipality (i.e. incorporated city, town or village) contiguous to the City of Albuquerque and Bernalillo County.
- A resident of the Abq. Metro Area is a person who occupies a dwelling in the Area and who manifests an intent to maintain that dwelling on a permanent basis.
- A principal Offeror is a single Offeror; a business which is the prime contractor or one of the prime contractors and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

6. ADDITIONAL DOCUMENTATION. If requested, a business will be required to provide, within 10 working days of the request, documentation to substantiate the information provided on the form.

LOCAL PREFERENCE CERTIFICATION FORM

RFP07-001-WR

Business Name: _____

Business Location (in Abq. Metro Area): _____

Business Type: **SELECT ONE**

- Corporation -- Indicate state of incorporation.  _____
- Partnership -- Indicate "general" or "limited".  _____
- Sole Proprietorship (Single Owner with employees)
- Individual (Single Owner/No employees)
- Other - Indicate status.  _____

Additional Information: (PROVIDE IF BUSINESS IS A CORPORATION)

Date of incorporation in the State of New Mexico:  _____

CERTIFICATION

I hereby certify that the business set out above is the principal Offeror submitting this offer or is one of the principal Offerors jointly submitting this offer (e.g. as a partnership, joint venture). I hereby certify that the information which I have provided on this form is true and correct, that I am authorized to sign on behalf of the business set out above and, if requested by the City, will provide, within 10 days of notice, the necessary documents to substantiate the information provided on this form.

Signature of Authorized Individual: _____

Printed Name: _____

Title: _____ **Date:** _____

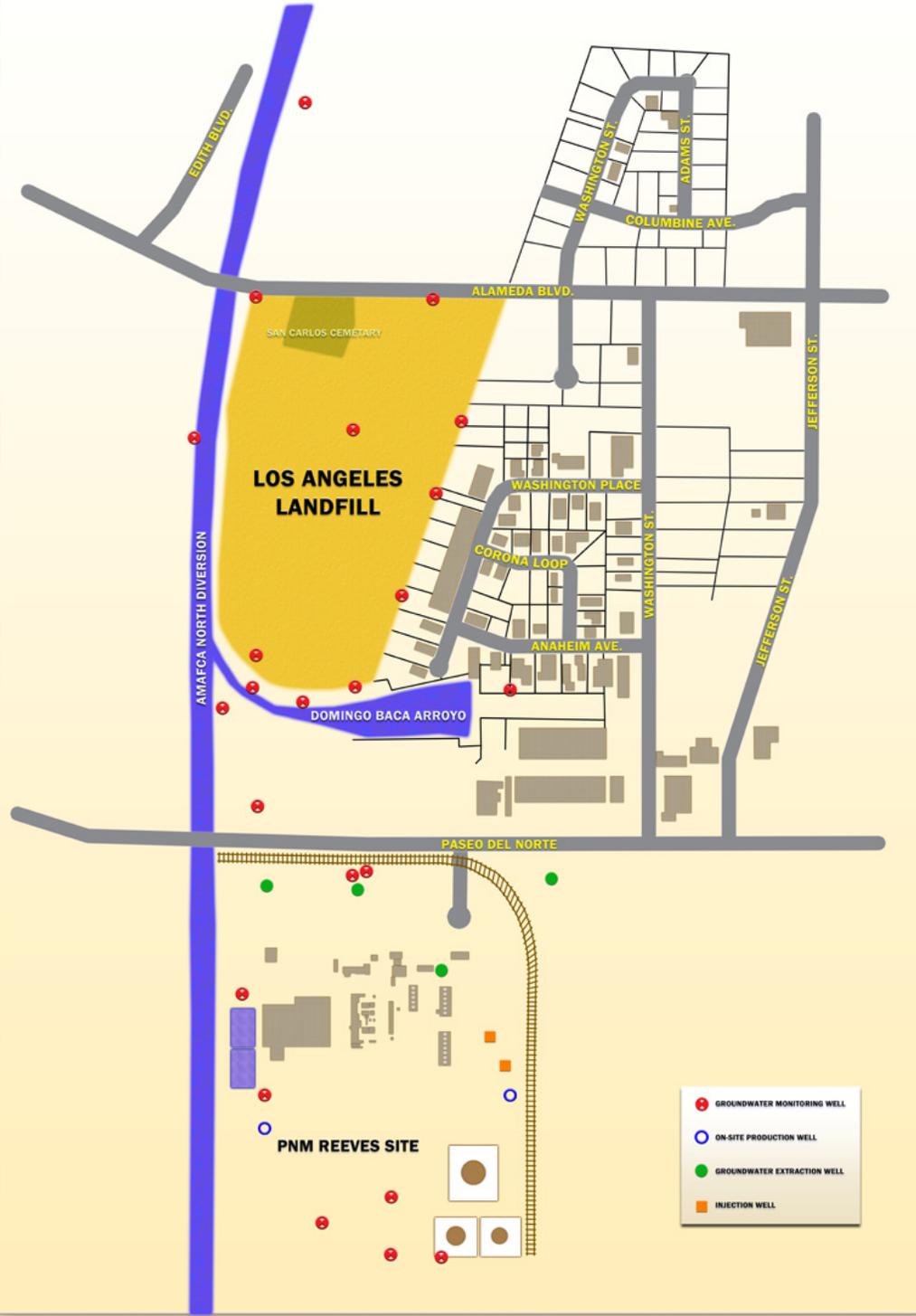
YOU MUST RETURN THIS FORM WITH YOUR OFFER

APPENDICES

| Appendix | Description |
|-----------------|---|
| A | Site Map |
| B | Cost Proposal Forms (Examples) |
| C | Labor Rate Table |
| D | Earthwork Specifications |
| E | Landfill Gas Extraction System Specifications Blower/Flare Station Operating Data, Landfill Gas Extraction System Record of Readings |
| F | Soil Vapor Extraction/Air Injection System |
| G | Groundwater Remediation System |
| H | Additional Information and Reference Documents (Please refer to the following address to download these documents.) |
| | http://sharepoint.cabq.gov/ehd/rfp/default.aspx < http://sharepoint.cabq.gov/ehd/rfp/default.aspx > |
| I | Bond Forms |

APPENDIX A
LOS ANGELES LANDFILL
SITE MAP

Los Angeles Landfill Vicinity Map



APPENDIX B
COST PROPOSAL FORM

(Prepare a cost proposal form for initial term and one for each one-year extension)

APPENDIX C
LABOR RATE TABLE

C-1
Los Angeles Landfill
Labor Rate Table

| Item Number | Description | Unit | Quantity | Unit Cost Year 1 | Unit Cost Year 2 | Unit Cost Year 3 | Unit Cost Year 4 | Unit Cost Year 5 |
|-------------|--|------|----------|------------------|------------------|------------------|------------------|------------------|
| 1 | Percent mark-up rate on needed parts to be purchased as needed | N/A | N/A | | | | | |
| 2 | Hourly labor rate – normal routine services (state all labor categories) | Hour | 1 | | | | | |
| 3 | Hourly labor rate non-routine service (state all labor categories) | Hour | 1 | | | | | |
| 4 | Hourly labor rate emergency service (state all labor categories) | Hour | 1 | | | | | |
| 5 | Hourly rate for equipment and operator – routine service (specify equipment needed) | Hour | 1 | | | | | |
| 6 | Hourly rate for equipment and operator – non-routine service (specify equipment needed) | Hour | 1 | | | | | |
| 7 | Hourly rate for equipment and operator – emergency service (specify equipment needed) | Hour | 1 | | | | | |
| 8 | Other details regarding pricing that may not have been addressed in the proposal pricing structure or the supplemental pricing page (describe below) or user may attach separate sheet with this information, if necessary | | | | | | | |
| 9 | Hourly rate for Project Manager | Hour | 1 | | | | | |
| 10 | Hourly rate for Environmental Engineer | Hour | 1 | | | | | |
| 11 | Hourly rate for Geologist/Geohydrologist/Groundwater Hydrologist | Hour | 1 | | | | | |
| 12 | Hourly rate for Field Technician | Hour | 1 | | | | | |
| 14 | Hourly rate for CADD Technician | Hour | 1 | | | | | |
| 16 | Paint flare stack | Hour | 1 | | | | | |

APPENDIX D

EARTHWORK SPECIFICATIONS

EXCAVATING, BACKFILLING, AND COMPACTING

References:

ASTM D-1557- (1978) Moisture-Density Relations of Soils and Soil-Aggregate Mixtures.

ASTM D2922- (1981) Density of Soil and Soil-Aggregate In-Place by Nuclear Methods (shallow depth).

ASTM D 3017-(1978) Moisture Content of Soil and Soil-Aggregate In-Place by Nuclear Methods (shallow depth).

ASTM D2487-Standard Test Method for Classification of Soil for Engineering Purposes.

Test Reports: Subcontractor shall submit the following testing directly to City from the testing services: Field reports: in- place soil density, in place moisture content, Atterberg Limits, and gradation tests, when required.

One optimum moisture-maximum density curve for each type of soil utilized at the site, when required.

MATERIALS, EQUIPMENT AND FURNISHINGS

Materials (sand, backfill, etc.) and equipment used must be approved by the City, and adequate for the purposes for which intended. Excavation includes excavation at the locations indicated by the City.

Stability of excavations: The Contractor shall comply with local codes, ordinances, and requirements of agencies having jurisdiction.

Storage of excavated materials: Stockpile excavated materials acceptable for backfill and fill where directed by City. Place, grade, shape and cover stockpiles for proper drainage.

Disposal of excavated refuse material (all classes of trash, municipal, medical, hazardous) shall be performed by the City. Contractor shall provide equipment to place excavated refuse in dump truck, roll-off bin, and/or other similar type of container. All excavated refuse material left overnight will be covered by the Contractor to prevent blowing refuse, drainage control, and to provide for odor control.

Backfill excavations as promptly as work permits but not until completion of the following:

The completion of inspection by the City, testing, approval as built documented, and recording locations of underground utilities, when required.

Backfilling shall be done with excavated materials, except for refuse, where possible.

All the underground piping shall have a compacted bed that is free of rocks and debris. Place backfill materials in layers not more than 8-inches in loose depth.

Before compaction, moisten or aerate each layer as necessary including the subgrade.

Degree of compaction for headers and laterals will be determined by nuclear density test and inspection when required by the City.

Do not place backfill material on surfaces that are muddy.

No ponding of water on the landfill surface shall be allowed.

The compaction requirement will be consistent to the City's regrade efforts of 90% standard proctor of maximum dry density (ASTM- 698).

Contractor shall record and submit to the City on a daily basis all information with respect to compaction testing.

Removal to designated areas on site: With permission from the City, spread acceptable excess excavated material (soil materials only) within general specified site area.

Removal from site: Waste materials removed from excavation operations will be placed in roll-off bins or similar container for disposal. The City is responsible for providing the roll-off bins and transportation of these bins to the designated landfill for disposal. The Contractor will and provide the labor and equipment to place excavated waste materials into the roll-off bins or similar container.

Codes and standards: Contractor shall perform work in compliance with applicable requirements of authorities having jurisdictions. In addition, Contractor shall take all necessary precautions for the safety of all employees on the job and shall comply with all applicable provisions of federal, state and municipal safety laws and building codes to prevent accidents or injury to persons on about, or adjacent to the premises where the work is being performed.

Existing utilities: The Contractor will make a good faith effort to located existing underground utilities in areas of excavation work. If utilities are indicated to remain in place, provide adequate means of support and protection during repair/replacement operations. In addition:

Should uncharted or charted piping or other utilities be encountered during excavation activities, the City shall be notified within 24 hours of discovery.

Do not interrupt existing utilities serving others during occupied hours, except when permitted in writing by others and, then, only after acceptable temporary utility services have been provided.

Provide minimum of 48-hour notice to others, and receive written notice to proceed before interrupting any utility.

APPENDIX E
LANDFILL GAS EXTRACTION SYSTEM

System layout and as-builts for this system are available at:

<http://sharepoint.cabq.gov/ehd/rfp/default.aspx> <<http://sharepoint.cabq.gov/ehd/rfp/default.aspx>>

City of Albuquerque Environmental Health Department
One Civic Plaza, Room 3023
Albuquerque, NM 87102
Phone (505) 768-2738

LANDFILL GAS RECOVERY PIPING NETWORK SPECIFICATIONS

References:

ASTM D-2513 Pipe Performance
ASTM D-638 Pipe Tensile Properties
ASTM D-1598 Pipe Failure Properties
ASTM D-1559 Short-Term Rupture

Quality Assurance

- A. Manufacturer's qualifications: Companies chosen shall be regularly engaged in the manufacture of non-potable water systems materials and products, of types and sizes required, whose products have been in satisfactory use in similar service for not fewer than five years.
- B. Contractor's qualifications: The Contractor must have at least three years of successful operation and maintenance, replacement and or repair experience on projects with HDPE and PVC piping installation, and extraction system O&M similar to that required for this project.
- C. Contractor's field installers will be field-certified in HDPE heat fusing techniques, so that head-fused joints meet the minimum strength properties (ASTM D-2513), for tensile properties (ASTM D-638), time to fail (ASTM D-1598), and hoop stress (ASTM D-1599).
- D. Codes and standards: Plumbing code compliance: Work shall comply with applicable portions of National Standard Plumbing Code pertaining to selection and installation of non-potable water system materials and products.
- E. Pipes and pipefitting:
 1. General: Contractor shall provide piping materials and factory-fabricated piping products of sizes, types, pressure ratings, and capacities as indicated in the as built construction drawings, and specifications, to ASTM Standards.
 2. Pressure test: Before testing, blow the pipe clean of dirt and debris and remove any system equipment which would be damaged by pressure test. Replace equipment after testing. Systems may be tested in sections.
 - a. Pressure tests shall be performed on the following piping systems and specified parameters:
 - i. HDPE LFG Collection Pipe: Compressed air, with a test pressure of 10 psi.
 - ii. 2-inch HDPE Condensate Force main Piping: Water, with a test pressure of 30 psi.
 - iii. 2-inch HDPE Air Supply Piping: Compressed air, with a test pressure of 80 psi.

- b. Conduct all pressure testing in accordance with the pipe manufacturer's recommendations and procedures.
- c. Locate and repair all leaks. Correct leaks by replacing faulty material with new material.
- d. Repeat pressure testing until all piping systems pass.
- e. Document all pressure tests in construction field notebook and/or daily logs. Provide copies of tests to City within 24 hours of successful test.

F. **Compaction:** Compaction testing shall be performed as described in Section **EXCAVATING, BACKFILLING, AND COMPACTING** as required.

A final inspection will be performed by the City; the results of the inspection will be documented.

ASPHALT WORK

Asphalt Materials: Hot mix asphalt cement, confirming to the requirements contained in City of Albuquerque Standard Specifications for Public Works Construction; 1986 and associated addendums.

ASPHALT AND/OR MILLING RESURFACING

The asphalt and/or milling resurfacing shall be placed in lifts consistent with the existing conditions over compacted backfill. Each lift shall be compacted using suitable mechanical vibration equipment. The finished surface shall be the same as the existing surface. Millings shall be provided by the City.

CONDENSATE PUMPS AND SUMPS

Placement/Repair of Equipment

The sumps will be placed in excavations large enough to accommodate the 12-inch diameter by 10-foot deep reinforced HDPE tank. The excavations will be conducted using a backhoe.

The equipment shall be leveled so that the maximum slope is 1 percent.

Thoroughly clean items before installation/replacement. Cap openings to exclude dirt until fixtures are installed and final connections are made.

Field Quality Control: System will be visually inspected by the City prior to backfilling.

PREFABRICATED WELLHEADS

The equipment shall be leveled so that the maximum slope is 1 percent.

The well head assemblies will be installed by the Contractor in accordance with the manufacturer's specifications.

Thoroughly clean items before installation/replacement. Cap opening to exclude dirt until fixtures are installed and final connections are made.

Field Quality Control: System will be inspected by the City prior to backfilling.

ISOLATION VALVES

Plumbing Code Compliance: Work shall comply with applicable portions of the National Standard Plumbing Code pertaining to the selection and installation of non-potable water systems and materials.

29 CFR 1910, "General Industry Standards", published by OSHA.

All manufacturers' products shall be submitted to the City for approval prior to installation.

- A. Manufacturers:
 - 1. ASAHI, or equal.

- B. Butterfly Valves:
 - 1. Proportion parts of valve for stresses occurring during continuous operation, and additional stresses occurring during fabrication or erection.
 - 2. Rubber seat type with seat fastened to valve body or valve disk.
 - 3. Compatibility of valve to piping with regard to valve operation needs to be confirmed.

 - 4. If required to facilitate operation with piping as designed, valve spacers are to be use.

- C. Valve Bodies:
 - 1. Valves shall be short bodied pattern.
 - 2. Thermoplastic Materials (PVC, PP, PVDF).

- D. Valve Shafts:
 - 1. Type 304 stainless steel.

- E. Valve Seats:
 - 1. Neoprene, Viton or Buna N rubber.

 - 2. Replaceable valve seats.

 - 3. Valve Seat in-place: ASTM 0429, Method A or B

 - 4. Do not use metal.

- F. Valves Discs: Valve sizes through 24 in:
 - 1. Thermoplastic material (PP, PVDF).
- G. Valve Shaft Seals: 6 and 8-inch line sizes:
 - 1. Same as valve seat

H. Valve Operators

1. Manual Valve Operators:

- a. Provide lever or worm gear actuators, extension stems, and carbon steel stem housing as indicated on the as-built drawings.
- b. Actuator:
 - i. Valve less than 10 in: Lever actuator.
 - ii. Enclose gearing in semi-steel housing suitable for running in lubricant with seals provided on shafts to prevent entry of dirt and water into actuator.
 - iii. Furnish removable operator lever with each valve specified with lever actuator.

The isolation valve assemblies will be installed by the Contractor in accordance with the manufacturer's specifications.

Thoroughly clean items before installation.

Field Quality Control: System will be inspected by the City prior to backfilling.

LOS ANGELES LANDFILL GAS EXTRACTION SYSTEM
Blower/Flare Station Operations Data

| | | | |
|-----------------------------------|-------|--|-------|
| Date: | _____ | LFG Inlet Composition: | _____ |
| Time: | _____ | CH ₄ %: | _____ |
| Technician: | _____ | CO ₂ %: | _____ |
| | | O ₂ %: | _____ |
| | | N ₂ %: | _____ |
| Gas Inlet Temp, °F | _____ | MMBTU/Hr: | _____ |
| Gas Inlet Vacuum, in. WC | _____ | (Flow[cfm] x % CH ₄ x 60) / | _____ |
| Demister Diff. Press., in. WC | _____ | 1000 | _____ |
| Compressed Air Press., psi | _____ | Observations/Comments: | _____ |
| Demister Pump Air Press., psi | _____ | Manual Flow Valve, % | _____ |
| Storage Tank Pump Air Press., psi | _____ | open | _____ |
| Refrig. Suction Press., psi | _____ | Gas Meter Reading | _____ |
| Refrig. Discharge Press., psi | _____ | Alarms | _____ |
| LFG Flow, cfm | _____ | Instrument Used | _____ |
| Flare Temperature, °F | _____ | Flare Run Time | _____ |
| Flare Temperature SP, °F | _____ | Time On: | _____ |
| Manual Louver Out SP, % | _____ | Time Off: | _____ |
| Louver Out, % | _____ | Field Conditions: | _____ |
| Auto Cont. Temperature SP, °F | _____ | _____ | _____ |
| Low Flare Temp. Shutdown SP, °F | _____ | Weather Conditions: | _____ |
| Blower 301, Amps | _____ | Temperature, ° F: | _____ |
| Blower, 10 hour | _____ | Humidity, %: | _____ |
| Condensate Level, in. | _____ | Barometric Pressure, in. | _____ |
| Thermocouple Selector, 1 2 3 | _____ | Hg: | _____ |
| Burner Continuous Flame Signal, V | _____ | Wind, direction & speed, | _____ |
| Blower Discharge Temperature ° F | _____ | mph: | _____ |
| Blower Discharge Pressure, in. WC | _____ | Rainfall, inches: | _____ |
| Flame Arrestor Pressure, in. WC | _____ | Post Adjustment LFG | _____ |
| CDS Aspirator Air Pressure, psi | _____ | Composition: | _____ |
| Burner Position, left, % open | _____ | CH ₄ %: | _____ |
| Burner Position, right, % open | _____ | CO ₂ %: | _____ |
| Supplemental Fuel Pressure, psi | _____ | O ₂ %: | _____ |
| Pilot Fuel Pressure, psi | _____ | N ₂ %: | _____ |
| Condensate Sump Air Press., psi | _____ | Flow: | _____ |
| Air Compressor Oil Level | _____ | Vacuum: | _____ |
| | | Other Comments: | _____ |
| | | _____ | _____ |
| | | _____ | _____ |

LOS ANGELES LANDFILL GAS EXTRACTION SYSTEM READINGS

| | |
|----------------|----------|
| Flare Station: | |
| Flow: | CFM |
| Vacuum: | in. W.C. |

Date: _____

Time: _____

Technician: _____

Wellfield Data

| Well ID | Static P, in. w.c. | | Valve, % Open | | Temp | CH ₄ | CO ₂ | O ₂ | N ₂ | dP | scfm | |
|---------|--------------------|--------|---------------|--------|------|-----------------|-----------------|----------------|----------------|----|------|--|
| | start | Adjust | start | adjust | °F | % | % | % | % | | | |
| PW-17 | | | | | | | | | | | | |
| PW-16 | | | | | | | | | | | | |
| PW-15 | | | | | | | | | | | | |
| PW-14 | | | | | | | | | | | | |
| PW-13 | | | | | | | | | | | | |
| PW-12 | | | | | | | | | | | | |
| PW-11 | | | | | | | | | | | | |
| PW-10 | | | | | | | | | | | | |
| PW-09 | | | | | | | | | | | | |
| SVE-1 | | | | | | | | | | | | |
| PW-08 | | | | | | | | | | | | |
| PW-07 | | | | | | | | | | | | |
| PW-06 | | | | | | | | | | | | |
| PW-05 | | | | | | | | | | | | |
| PW-04 | | | | | | | | | | | | |
| PW-03 | | | | | | | | | | | | |
| PW-02 | | | | | | | | | | | | |
| PW-01 | | | | | | | | | | | | |
| IW-01 | | | | | | | | | | | | |
| IW-02 | | | | | | | | | | | | |
| IW-03 | | | | | | | | | | | | |
| IW-04 | | | | | | | | | | | | |
| IW-05 | | | | | | | | | | | | |
| PW-43 | | | | | | | | | | | | |
| PW-42 | | | | | | | | | | | | |
| PW-41 | | | | | | | | | | | | |
| PW-40 | | | | | | | | | | | | |
| PW-39 | | | | | | | | | | | | |
| PW-38 | | | | | | | | | | | | |
| PW-37 | | | | | | | | | | | | |
| PW-36 | | | | | | | | | | | | |

Observations: _____

LOS ANGELES LANDFILL GAS EXTRACTION SYSTEM READINGS

| | |
|-----------------------|----------|
| Flare Station: | |
| Flow: | CFM |
| Vacuum: | in. W.C. |

Date: _____

Time: _____

Technician: _____

Wellfield Data

| Well ID | Static P, in. w.c. | | Valve, % Open | | Temp | CH ₄ | CO ₂ | O ₂ | N ₂ | dP | scfm |
|---------|--------------------|----------|---------------|----------|------|-----------------|-----------------|----------------|----------------|----|------|
| | start | adjusted | Start | adjusted | °F | % | % | % | % | | |
| PW-35 | | | | | | | | | | | |
| PW-34 | | | | | | | | | | | |
| PW-33 | | | | | | | | | | | |
| PW-32 | | | | | | | | | | | |
| PW-31 | | | | | | | | | | | |
| PW-30 | | | | | | | | | | | |
| PW-29 | | | | | | | | | | | |
| PW-28 | | | | | | | | | | | |
| PW-27 | | | | | | | | | | | |
| PW-26 | | | keep closed | | | | | | | | |
| PW-25 | | | | | | | | | | | |
| PW-24 | | | keep closed | | | | | | | | |
| PW-23 | | | | | | | | | | | |
| PW-22 | | | keep closed | | | | | | | | |
| PW-21 | | | | | | | | | | | |
| PW-20 | | | | | | | | | | | |
| PW-19 | | | | | | | | | | | |
| PW-18 | | | | | | | | | | | |
| IW-06 | | | | | | | | | | | |
| IW-07 | | | | | | | | | | | |
| IW-08 | | | | | | | | | | | |
| IW-09 | | | | | | | | | | | |
| IW-10 | | | | | | | | | | | |
| IW-11 | | | | | | | | | | | |
| IW-12 | | | | | | | | | | | |
| IW-13 | | | | | | | | | | | |
| IW-14 | | | | | | | | | | | |
| IW-15 | | | | | | | | | | | |
| IW-16 | | | | | | | | | | | |
| IW-17 | | | | | | | | | | | |

Observations: _____

APPENDIX F
LOS ANGELES LANDFILL
SOIL VAPOR EXTRACTION/AIR INJECTION SYSTEM

System layout, specifications, maintenance schedule, and as-builts can be accessed at:

<http://sharepoint.cabq.gov/ehd/rfp/default.aspx> <<http://sharepoint.cabq.gov/ehd/rfp/default.aspx>>

APPENDIX G
LOS ANGELES LANDFILL
GROUNDWATER REMEDIATION SYSTEM

System layout, specifications, maintenance schedule, and as-builts can be accessed at:

<http://sharepoint.cabq.gov/ehd/rfp/default.aspx> <<http://sharepoint.cabq.gov/ehd/rfp/default.aspx>>

APPENDIX H

Additional Information and References

<http://sharepoint.cabq.gov/ehd/rfp/default.aspx> <<http://sharepoint.cabq.gov/ehd/rfp/default.aspx>>

The following documents can be reviewed either at the City of Albuquerque's at:

<http://sharepoint.cabq.gov/ehd/rfp/default.aspx> <<http://sharepoint.cabq.gov/ehd/rfp/default.aspx>>

1. As-Builts for the Phase II Expansion of the Landfill Gas Extraction System Located at the Former Los Angeles Landfill; April 2000.
2. Design Submittal Landfill Gas Extraction System Expansion Los Angeles Landfill Albuquerque, New Mexico; July 1999.
3. Operation and Maintenance Manual for the Landfill Gas Extraction System Located at the Former Los Angeles Landfill; October 1998.
4. As-Builts for the Landfill Gas Extraction System Located at the Former Los Angeles Landfill; July 1998.
5. Operation and Maintenance Manual for an 22 mmBtu/h Enclosed Gas Flare Station for the Los Angeles Landfill Albuquerque, New Mexico, Volume 1 of 2; December 1997.
6. Operation and Maintenance Manual for a 22 mmBtu/h Enclosed Gas Flare Station for the Los Angeles Landfill Albuquerque, New Mexico, Volume 2 of 2; December 1997.
7. Engineering Submittal for a 22mmBtu/h Enclosed Gas Flare Station for the Los Angeles Landfill Albuquerque, New Mexico; June 1997.
8. Site Specific Health and Safety Plan for Perimeter Landfill Gas Control System at Los Angeles Landfill Albuquerque, New Mexico; April 1997.
9. Los Angeles Landfill Perimeter Preliminary Design Final Report; September 1996.
10. City of Albuquerque Standard Specifications for Public Works Construction; 1986 and associated updates:

| <u>Update</u> | <u>Effective Date</u> |
|---------------|-----------------------|
| One | March 25, 1987 |
| Two | January 1, 1988 |
| Three | July 1, 1988 |
| Four | February 16, 1993 |
| Five | November 15, 1994 |
| Six | July 14, 1995 |
| Seven | July 1, 2003 |

11. North East Environmental Products, Inc., 2004, Integrated System Installation, Operation & Maintenance Manual, Job Number 8361 (for skid-mounted SVE system).

12. Hydro Geo Chem, Inc., 2005, Draft Operation and Maintenance Manual for Los Angeles Landfill Soil Vapor Extraction System.

13. As-builts for the Los Angeles Landfill Soil Vapor Extraction/Air Injection System; December 2005.

14. As-builts for the Los Angeles Landfill Groundwater Pump-and-Treat Remediation System; December 2005.

APPENDIX I

BOND FORMS

WAGE RATES TO FOLLOW

Performance Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Contractor, and _____, a Corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Oblige, hereinafter called the OWNER, in the amount of - _____ Dollars (\$ _____) for the payment whereof the CONTRACTOR and Surety firmly bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the CONTRACTOR shall by written agreement enter into a contract with the OWNER described as follows, _____ (City Request for Proposals No. RFP2006-XXX-SV, dated X XXXXX 2006, titled, _____), which Contract shall by reference be made a part hereof and is hereinafter referred as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if CONTRACTOR shall faithfully perform and complete said Contract according to its terms and comply with all requirements of law, then this obligation shall be null and void, otherwise it shall remain in full force and effect. The Surety hereby waives notice of any alteration or extension of time made by the OWNER. The Surety hereby consents to progress payments to the Contractor and acknowledges that such payments shall not preclude the OWNER from showing the true character and quality of materials furnished or services rendered or from recovering from the CONTRACTOR or Surety such damages as the OWNER may sustain by reason of Deficiency in quantity or quality of materials or services furnished with respect to which a progress payment was made.

Whenever the CONTRACTOR shall be and is declared by the OWNER to be, in default under the Contract, the OWNER having performed its obligations there under; the Surety may promptly remedy the default or shall promptly:

1. Complete the Contract in accordance with its terms and conditions, or
2. Obtain a bid or bids for submission to the OWNER for completing the Contract in accordance with its terms and conditions and, upon determination by the OWNER and Surety of the lowest responsive and responsible Bidder, arrange for a contract between such Bidder and OWNER and make the available as the work progresses (even though there should be default or succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term, "balance of the contract price." As used in this paragraph shall mean the total amount payable by the OWNER to the CONTRACTOR under the Contract and any amendments thereto, less the amount properly paid by the OWNER to the CONTRACTOR.

The Surety acknowledges that the Contract may contain express guarantees and agrees that said guarantees, if any are covered by the Surety's obligation hereunder.

Any suit under this bond must be instituted before the expiration of three years from the date on which final payment under the Contract falls due, except that, with respect to express guarantees of a longer term, a suit thereon must be initiated within six months following the expiration of said express guarantees, if any.

Right of action with respect to any express guarantees, if any, in the Contract shall accrue following completion and formal acceptance of the work under the Contract.

No right of action shall accrue on this bond to or for the use of any persons or corporation other than the OWNER named herein or its successors or assigns.

SIGNED AND SEALED this _____ day of _____, 20_____.

ATTEST:

Principal (Typed/Printed Name)

By: _____

Title: _____

ATTEST:

Surety (Typed/Printed Name)

By: _____

Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

Labor and Material Payment Bond

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ as Principal, hereinafter called the Contractor, and _____, a corporation duly organized and existing under and by virtue of the laws of the State of _____ and authorized to do business in the State of New Mexico, as Surety, hereinafter called the Surety, are held and firmly bound unto the City of Albuquerque, New Mexico, as Obligee, hereinafter called the OWNER in the amount of _____ Dollars (\$ _____) for the payment whereof the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Contractor has submitted a Proposal in response to the City of Albuquerque Request for Proposals No. RFP06-012-SV, dated 9 March 2006, entitled "Street Division Computer Programs for Inventory/Rating System and Work Load Management System", and shall by written agreement enter into a contract with the City described as follows: Provide the Street Division with Computer Programs and Inventory/Rating System and Work Load Management System which contract shall by reference be made a part hereof and is hereinafter referred to as the Contract.

NOW, THEREFORE, the condition of this obligation is such that, if the Contractor shall pay as they become due, all just claims for labor performed and materials and supplies furnished upon or the work under said Contract, whether said labor be performed and materials and supplies be furnished under the original Contract or any contract there under, then this obligation shall be null and void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

The right to sue on this bond accrues only to the OWNER and the parties to whom Sections 13-4-20 NMSA 1978, as amended, grant such right; and any such right shall be exercised only in accordance with the provisions and limitations of said statutes.

SIGNED AND SEALED this _____ day of _____, 20_____.

Contractor _____
(Typed/Printed Name)

ATTEST: By: _____

_____ Title: _____

Surety: _____
(Typed/Printed Name)

ATTEST: By: _____

_____ Title: _____

Claims or Notice given to Surety pursuant to this Bond shall be sent to the following mailing address:

This Bond is issued simultaneously with the Performance Bond in favor of the City for the faithful performance of the Contract.