



Landmarc
ENVIRONMENTAL SYSTEMS, LLC

Landmarc Environmental Systems, LLC
1316 Bond Street Suite 108
Naperville, IL 60563
(630)717-4857

Caja Del Rio Landfill
Phase 3 Landfill Gas Collection System Expansion

Attn. Ms. Fran Dunaway, COP and Jessica Chavez

March 26, 2020

Enclosed is Landmarc Environmental LLC's bid for the 2020 Landfill Gas Collection System Expansion for the Caja Del Rio Landfill. The enclosed bid is.

- A. Bid Proposal
- B. Bid Form & Bid Schedule
- C. Bid Bond
- D. Non-Collusion Affidavit, Landmarc Environmental Systems, LLC
- E. Non-Collusion Affidavit, Sub Contractor-N/A
- F. Certification of Nonsegregated Facilities
- G. Certification of Equal Employment Opportunity, Landmarc Environmental Systems, LLC
- H. Certification of Equal Employment Opportunity, Sub Contractor-N/A
- I. Addendum No.1
- J. Addendum No.2

Thank You

Jake Rau
Principal

**BID FORM
SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL
PHASE 3 LANDFILL GAS (LFG) COLLECTION SYSTEM EXPANSION
CONTRACTING AGENCY AND OWNER**

NAME: Landmarc Environmental Systems, LLC

ADDRESS: 1316 Bond Street, Suite 108, Naperville, IL 60563
Hereinafter called Bidder.

TO: Ms. Fran Dunaway, CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Ave., Room 122
Santa Fe, NM 87501

Hereinafter called Owner,

**BID FOR: CAJA DEL RIO LANDFILL
PHASE 3 LANDFILL GAS (LFG) COLLECTION SYSTEM EXPANSION**

Santa Fe Solid Waste Management Agency: Bid No. '20/13/B

1. The Bidder has familiarized itself with the existing conditions on the Project area affecting the cost of the Work and with the Contract Documents which includes:
 - a. Advertisement for Bids
 - b. Instructions for Bidders
 - c. Bid Proposal
 - d. Bid Form
 - e. Supplemental Bid Forms
 - f. Construction Agreement
 - g. Performance Bond
 - h. Labor and Material Payment Bond
 - i. General and Supplemental Conditions
 - j. Technical Specifications
 - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all work to construct the Phase 3 Landfill Gas (LFG) Collection System Expansion described in the Specifications and shown on the Construction Plans for

**BID PROPOSAL
BID No. '20/13/B
Caja del Rio Landfill
Phase 3 Landfill Gas (LFG) Collection System Expansion**

CONTRACTOR NAME Landmarc Environmental Systems, LLC

ADDRESS 1316 Bond Street, Suite 108, Naperville, IL 60563

To Santa Fe Solid Waste Management Agency, State of New Mexico (Owner):

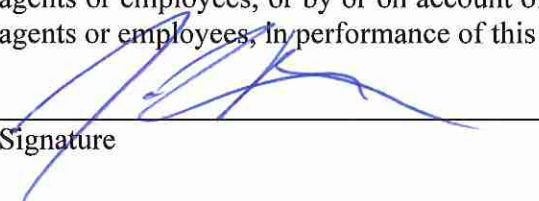
The undersigned proposes to furnish and deliver all the material and to do all the work and labor required to construct "Caja del Rio Landfill Phase 3 Landfill Gas (LFG) Collection System Expansion" at the Caja del Rio Landfill in County of Santa Fe, State of New Mexico, according to the Construction Plans and Specifications at the prices named and shown on the Bid Form.

The undersigned declares that the only person or parties interested in the bid as principals are those named herein; that the bid is made without collusion with any person, firm or corporation; that the specifications have been carefully examined, including General and Supplemental Conditions, if any, and that the undersigned has made a personal examination of the site of the work has been made, that all the necessary machinery, tools, apparatus and other means of construction will be furnished and will do all the work and finish all the materials specified in the manner and the time prescribed; that the undersigned understands that the quantities are approximate only and subject to increase or decrease and that the undersigned is willing to perform any increased or decreased quantities of work at the unit price bid.

The undersigned hereby agrees to execute and deliver the Contract Construction Agreement and required bonds within ten (10) days, or such further time as allowed in writing by the Owner after receiving notification of the acceptance of this bid, and it is hereby mutually understood and agreed that if we do not, we forfeit the accompanying check or bid bond to the Owner as liquidated damages, and the said Owner may proceed to award the Contract to others.

The undersigned hereby agrees to commence the Work within ten (10) days, or such further time as may be allowed in writing by the after notification to proceed, and to complete the Work within thirty-five (35) calendar days, as outlined in the Contract Documents.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of one hundred (100%) percent of the Contract Amount each as surety conditioned for the full complete and faithful performance of this contract, and to indemnify and save harmless the Owner from any damage or loss of which the Owner may become liable by the default of said Contractor, or for any neglect or carelessness on the part of said Contractor, its agents or employees, or by or on account of any act or omission of said Contractor, its servants, agents or employees, in performance of this contract.



Signature

March 26 2020

Date

**BID FORM
SANTA FE SOLID WASTE MANAGEMENT AGENCY
CAJA DEL RIO LANDFILL
PHASE 3 LANDFILL GAS (LFG) COLLECTION SYSTEM EXPANSION
CONTRACTING AGENCY AND OWNER**

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ADDRESS: 1316 Bond Street, Suite 108, Naperville, IL 60563
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TO: Ms. Fran Dunaway, CPO
Purchasing Officer
City of Santa Fe
200 Lincoln Ave., Room 122
Santa Fe, NM 87501

Hereinafter called Owner,

**BID FOR: CAJA DEL RIO LANDFILL
PHASE 3 LANDFILL GAS (LFG) COLLECTION SYSTEM EXPANSION**

Santa Fe Solid Waste Management Agency: Bid No. '20/13/B

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 - c. Bid Proposal
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 - f. Construction Agreement
 - g. Performance Bond
 - h. Labor and Material Payment Bond
 - i. General and Supplemental Conditions
 - j. Technical Specifications
 - k. Construction Plans.

The Bidder hereby proposes to furnish all supervision, technical personnel, labor, materials, tools, appurtenances, equipment, and services (including all utility and transportation services) required to construct and complete the improvements, all in accordance with the above listed Documents.

2. Bidder agrees to perform all work to construct the Phase 3 Landfill Gas (LFG) Collection System Expansion described in the Specifications and shown on the Construction Plans for

the following unit prices provided in the Bid Schedule (Unit Prices) below.

Amounts are to be shown in both words and figures. If discrepancy occurs, the amount in words will govern.

**BID SCHEDULE (UNIT PRICES)
BID NO. '20/13/B**

Item No.	Estimated Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid Price In Figures	Extended Total
1.	L.S.	Mobilization/Demobilization. <u>Forty Thousand Dollars</u> Dollars and Cents per lump sum.	\$ 40,000.00	\$ 40,000.00
2.	593 V.F.	Vertical LFG Extraction Wells (6-inch HDPE SDR 11 Pipe) <u>One Hundred Thirty-Five Dollars</u> Dollars and Cents per vertical foot.	\$ 135.00	\$ 80,055.00
3.	4 H.R.	Drilling Past Obstructions/Drilling less than 5 foot/hour <u>Four Hundred Dollars</u> Dollars and Cents per hour.	\$ 400.00	\$ 1,600.00
4.	50 V.F.	Wellbore Abandonment <u>Forty-Five Dollars</u> Dollars and Cents per vertical foot.	\$ 45.00	\$ 2,250.00
5.	8 E.A.	Standard Wellhead Installation <u>One Thousand Five Hundred Dollars</u> Dollars and Cents per each.	\$ 1,500.00	\$ 12,000.00
6.	1 E.A.	Remote Wellhead Installation <u>Three Thousand Four Hundred Dollars</u> Dollars and Cents per each.	\$ 3,400.00	\$ 3,400.00

Item No.	Estimated Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid Price In Figures	Extended Total
7.	9 E.A.	Extraction Well Soil and Aggregate Mound <u>Four Thousand Eight Hundred Dollars</u> Dollars and Cents per each.	\$ 4,800.00	\$ 43,200.00
8.	500 L.F.	2-inch HDPE SDR 9 Air Supply Line (Common Pipe Trench) <u>Twelve Dollars and Fifty Cents</u> Dollars and Cents per linear foot.	\$ 12.50	\$ 6,250.00
9.	500 L.F.	2-inch HDPE SDR 11 Condensate Forcemain (Common Pipe Trench) <u>Thirteen Dollars</u> Dollars and Cents per lump sum.	\$ 13.00	\$ 6,500.00
10.	2,000 L.F.	6-inch HDPE SDR 17 Lateral <u>Forty-One Dollars</u> Dollars and Cents per linear foot.	\$ 41.00	\$ 82,000.00
11.	500 L.F.	8-inch HDPE SDR 17 Header <u>Fifty-Four Dollars</u> Dollars and Cents per linear foot.	\$ 54.00	\$ 27,000.00
12.	2 E.A.	Tie-in to Existing 6-inch Lateral/Lateral Riser (Below Grade) <u>Four Thousand Four Hundred Dollars</u> Dollars and Cents per each.	\$ 4,400.00	\$ 8,800.00
13.	1 E.A.	Tie-in to Existing 12-inch Blind Flange, 2-inch Air Supply Line, and 2-inch Condensate Forcemain (Below Grade) <u>Nine Thousand Dollars</u> Dollars and Cents per lump sum.	\$ 9,000.00	\$ 9,000.00

Item No.	Estimated Quantity	Brief Description of Item With Unit Bid Price in Words	Unit Bid Price In Figures	Extended Total
AA-1	80 L.F.	12-inch CMP Road Crossing Dollars and Cents per linear foot.	\$ 140.00	\$ 11,200.00
AA-2	40 L.F.	18-inch CMP Road Crossing Dollars and Cents per linear foot.	\$ 179.00	\$ 7,160.00
AA-3	600 L.F.	Trench Depth Between 5-feet and 7-feet Dollars and Cents per linear foot.	\$ 6.50	\$ 3,900
AA-4	600 L.F.	Trench Depth Between 7-feet and 10-feet Dollars and Cents per linear foot.	\$ 9.50	\$ 5,700

SUBTOTAL - BASE BID AMOUNT FOR ITEMS 1-12:	\$ <u>322,055.00</u>
SUBTOTAL – ADD ALTERNATE AMOUNT FOR ITEMS 1-4	\$ <u>27,960.00</u>
NEW MEXICO GROSS RECEIPTS TAX FOR BASE BID @ 7.125%	\$ <u>22,946.18</u>
NEW MEXICO GROSS RECEIPTS TAX FOR ADD ALTERNATE @ 7.125%	\$ <u>1,992.15</u>
TOTAL – BASE BID PLUS NM GROSS RECEIPTS TAX	\$ <u>344,710.29</u>
TOTAL – BASE BID, ADD ALTERNATE, PLUS NM GROSS RECEIPTS TAX	\$ <u>374,953.33</u>

3. In submitting this bid, the Bidder understands that the right is reserved by the Owner to reject any irregular or all bids, waive any technicalities in the bids, and accept the bid deemed to be in the best interest of the SFSWMA and that the Owner intends to award one contract (if at all) for the items bid. If written notice of the acceptance of this bid is mailed, telegraphed, or otherwise delivered to the undersigned within sixty (60) days after the opening thereof or at any time thereafter before this bid is withdrawn, the undersigned agrees to execute and deliver.

4. All Addenda pertaining to this project shall be acknowledged by the Bidder in the spaces provided below (Indicate none if no Addenda have been issued):

Addendum		Acknowledged by Bidder or its Authorized Representative	Date Acknowledged
No.	Date		
#1	3/18/2020	Landmarc Environmental Systems, LLC	3/18/2020
#2	3/25/2020	Landmarc Environmental Systems, LLC	3/25/2020

Failure to acknowledge the receipt of all Addenda may be considered sufficient grounds for disqualification of the Bidder and rejection of the bid. A record of all Addenda and copies of same will be available to all qualified bidders from SFSWMA, 149 Wildlife Way, Santa Fe, NM, 87506, after 3:00 p.m., two (2) days prior to the letting. It shall be the bidder's responsibility to become advised of all Addenda prior to submitting their bid.

5. The Bidder agrees to commence work under this Contract within ten (10) days after a date to be specified in a written Notice to Proceed (NTP) from the Owner or its authorized agents, and fully complete construction within thirty-five (35) calendar days. Bidder further agrees to substantially complete the Work or to pay liquidated damages as provided in the Contract Documents.

6. Security for five (5) percent of the bid in form of (check one):

Bid Bond Certified Check

is attached hereto in accordance with the "Instructions for Bidders".

7. This Bid Form contains the following:

- A. Bid Proposal;
- B. Bid Form, subcontractor/material list, and acknowledgment of Addenda, if any;
- C. Bid Bond or Check for Bid Security;
- D. Non-Collusion Affidavit of Prime Bidder;
- E. Non-Collusion Affidavit of Subcontractor(s);
- F. Certification of Nonsegregated Facilities;
- G. Certification of Bidder regarding Equal Employment Opportunity;
- H. Certification of Subcontractor regarding Equal Employment Opportunity; and
- I. Resident Veteran Business / Resident Business (if applicable).

Respectfully Submitted:

Name of Bidder Landmarc Environmental Systems, LLC

By: 
(Signature)

Title: Principal

Date: 3/26/2020

Official Address: 1316 Bond Street, Suite 108
Naperville, IL 60563

Telephone No.: (630) 717-4857

New Mexico Contractor's License Number and Types:

Contractor's CRS Number: see Attached Affidavit *

Federal Tax ID No. (EIN): 75-3015617

Resident Business Preference Certification Number

if any: N/A

Resident Veteran Business/Contractor Preference Certification Number

if any: N/A

TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED

AFFIDAVIT OF CAROL L. JOHNSON

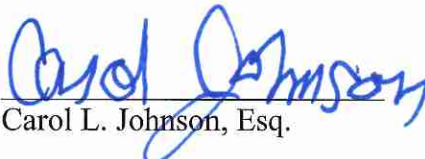
I, Carol L. Johnson, being duly sworn, depose and state the following:

1. I am over the age of 18, an attorney licensed to practice law in the State of Illinois, and otherwise competent to make this affidavit. The statements made in this affidavit are based on my personal knowledge, unless otherwise indicated upon information and belief.

2. I am Corporate Counsel for Landmarc Environmental Systems, LLC ("LES"), and supervised the preparation of the application for a Contractor's License for LES.

3. I telephoned the New Mexico Regulation and Licensing Department, Construction Industries Division, by telephone on Tuesday, March 24, 2020, to inquire as to the status of LES' application. I was told that the application of LES had cleared compliance review the previous day (Monday, March 23, 2020) and was in the hands of PSI to issue a license number. No obstacles to the issuance of the license were identified; it was further explained to me that PSI's role once an applicant has cleared compliance review is limited to assigning a license number and processing payment.

This the 26th day of March, 2020


Carol L. Johnson, Esq.

ILLINOIS
DuPAGE COUNTY

I, Heather Kearley, a Notary Public do hereby certify that Carol L. Johnson personally appeared before me this day and acknowledged the due execution of the foregoing Affidavit.

WITNESS my hand and official seal, this the 26TH day of March, 2020




Heather Kearley

My Commission Expires: 10/15/2022



*149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850*
www.sfswma.org

ADDENDUM No. 1
to
RFB No. '20/13/B

Date: March 18, 2020
To: All Interested Offerors
From: Randall Kippenbrock, P.E., Executive Director 
Re: RFB No. '20/13/B – Caja del Rio Landfill – Phase 3 Landfill Gas (LFG) Collection System Expansion

This Addendum forms a part of the Contract Documents and modifies or supplements the Project Contract Documents or the Construction Drawings as indicated below and in the attachments. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. **Bidders shall acknowledge receipt of this Addendum in the appropriate space on Section 4 – Bid Form and as requested herein.**

Q&A /Clarification/Revisions

1. Bid Submittal Changed to Electronic Submittal


Bids must now be provided electronically by email to the purchasing staff only. Email for the purchasing staff are as follows: Fran Dunaway at fadunaway@santafenm.gov and Jessica Chavez at jjchavez@santafenm.gov by 3:00 p.m. Local Prevailing Time on March 26, 2020.

2. *Pre-Bid Meeting Minutes and Sign-in Sheet*

Salient items, not included in the pre-bid meeting agenda, that were provided to contractors and discussed during the meeting are denoted in **Bold** on the Pre-Bid Meeting Minutes. Also, attached is the sign-in sheet representing the contractors who attended the mandatory pre-bid meeting.

This Addendum must be signed and returned with your proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of Addendum No. 1 to RFB No. '20/13/B is hereby acknowledged



Authorized Signature

March 18th, 2020

Date

Landmarc Environmental Systems, LLC

Firm Name

Santa Fe Solid Waste Management Agency
Caja del Rio Landfill
Phase 3 Landfill Gas (LFG) Collection System Expansion
Pre-Bid Meeting Minutes (Revised per Meeting Notes)
March 10, 2020, 10:00 A.M.

Pre-bid meeting was held on March 10, 2020 at the Caja del Rio Landfill. Salient items not included in the pre-bid meeting agenda provided to contractors and discussed during the meeting are denoted in **Bold**.

1. Sign-in sheet and introductions
2. General Scope of Work (see Section 13 – Technical Specifications – Section 01025 – Measurement and Payment):
 - a. General:
 - 593 vertical feet of drilling for 8 vertical extraction wells;
 - 8 standard wellhead installations;
 - 1 remote wellhead surface completions;
 - 9 extraction well soil and aggregate mounds;
 - 500 feet of 2-inch HDPE SDR 9 air supply line (common pipe trench);
 - 500 feet of 2-inch HDPE SDR 11 condensate forcemain (common pipe trench)
 - 2,000 feet of 6-inch HDPE SDR 17 lateral piping, includes salvaging (existing above-grade pipe) and reusing approx. 500 LF of piping;
 - 500 feet of 8-inch HDPE SDR 17 header piping;
 - 2 tie-ins to existing 6-inch lateral/lateral riser; and
 - 1 tie-in to existing 12-inch blind flange, 2-inch air supply line, and 2-inch condensate forcemain.
 - b. Add Alternates – may be required due to site conditions at the time of construction:
 - 80 feet of 12-inch CMP road crossing;
 - 40 feet of 18-inch CMP road crossing;
 - 600 feet of Trench depth between 5-feet and 7-feet; and
 - 600 feet of Trench depth between 7-feet and 10-feet.
3. Contract time and hours of construction are as follows:
 - a. Contract Time:

- Contract time on the project is set at 35 calendar days following issuance of a notice-to-proceed;
 - Liquidated damages are described in Section 7 – Agreement between Owner and Contractor (Article 6), and set at \$1,000 per calendar day.
 - Substantial completion defined by installation of all equipment and materials for their intended use, and a Certificate of Substantial Completion Form is completed.
 - **Additional contract time may be provided if sufficient justification of a delay is provided by the Contractor to the Owner/Engineer.**
4. Survey requirements (see Section 01052 – Layout of Work and Surveys):
- a. SCS is responsible for providing pre-construction survey of the gas system expansion area to confirm extraction well and piping locations.
 - b. SCS is responsible for providing pre-construction survey of LFG extraction wells performed by a Professional Licensed Surveyor for review and approval by Engineer.
 - c. Based on pre-construction staking of well locations, SCS will prepare and issue for construction (final) well schedule.
 - d. SCS is responsible for providing the following:
 - Pre-construction survey stake-out of header/lateral piping;
 - **Conformance surveys will be performed using GPS equipment prior to burial of all installed/completed work to confirm minimum cover and slope requirements, as well as to quantify all installed materials for payment. As such, witness pipes are not anticipated to be required for this project.**
 - This does not relieve the Contractor of the responsibility to achieve the specified slopes, grades, and pipe soil cover.
5. Construction quality control and quality assurance (QA/QC) responsibilities (see Section 01400 – Quality Control and Quality Assurance):
- a. SCS will provide full-time CQA during the project to monitor and observe that construction is in conformance with the construction plans and specifications;
 - b. SCS is responsible for performing QA/QC testing using a third party laboratory for the initial well aggregate sample;
 - c. Contractor is responsible for providing and shipping samples for QA/QC testing to SCS' third party laboratory; and
 - d. Contractor is responsible for performing field tests described in Section 15050 – HDPE, Pipe, Fittings, and Valves (pneumatic pressure tests).

6. Construction Water and Soil:

a. Construction water

- Construction water is available from an on-site pond located south of the blower/flare facility. **A 4-inch pump is located at the on-site pond, which can be used by the Contractor. If the pump is used, the water usage will need to be logged in the log book provided at the pump control panel.**
- **Alternately, the Contractor can provide their own pump to use at the on-site pond; however, water usage will still need to be logged.**

b. Clean soil backfill:

- Soil borrow area east of the proposed GCCS expansion (see Drawing 3).
- **Contractor will be required to provide equipment necessary to load the Contractor provided haul trucks.**

7. Hours of construction (see Section 01010 – Summary of Work):

- Work may be performed between the hours of 7 AM to 5 PM, Monday through Saturday.
- Any work outside these hours and days require prior written approval from the Owner.
- Working face hours are 7 AM to 5 PM, Monday through Saturday.

8. Qualification for Bids: Contractor must have a valid New Mexico Contractor's License.

9. Contractor shall note that this project is subject to the minimum wage rate determination (see Section 12).

10. Deadline for technical questions: Tuesday, March 17, 2020 at 5:30 PM MST. Questions can be submitted by email to Brett DeVries (bdevries@scsengineers.com).

11. Bid Due Date: Thursday, March 26, 2020 at 3:00 PM MST.

a. Complete and submit forms/items as stated below (Invitation to bid and Instruction to Bidders):

- Bid Proposal;
- Completed Bid Form and Bid Schedule – Name of Bidder and Bidder's New Mexico Contractor's License with proper signatures, subcontractor/material listing, and acknowledgement of Addenda, if any;
- Bid security in the amount of at least 5% of the bid, payable to the Santa Fe Solid Waste Management Agency;
- Non-Collusion Affidavit of Prime Bidder
- Non-Collusion Affidavit of Subcontractor(s);
- Certificate of Nonsegregated Facilities,

- Certificate of Bidder Regarding Equal Employment Opportunity;
- Certification of Subcontractor regarding Equal Employment Opportunity; and
- Resident Veteran Contractor / Resident Contractor, if applicable.

~~b. A hard copy of your bid is to be submitted to Ms. Fran Dunaway, CPO, Purchasing Officer, City of Santa Fe, 200 Lincoln Ave., Room 122, Santa Fe, NM 87501.~~

c. Bids must now be provided electronically by email to the purchasing staff only. Email for the purchasing staff are as follows: Fran Dunaway at fadunaway@santafenm.gov and Jessica Chavez at jjchavez@santafenm.gov by 3:00 p.m. Local Prevailing Time on March 26, 2020.

12. Anticipated award date: April 16, 2020

13. Anticipated Notice to Proceed: September 2020.

14. Additional Questions or Comments

- a. Contractor to coordinate with the Owner on location of material staging area; however, the staging area will generally be located on the top deck of the landfill.**
- b. No seeding is required for this project.**
- c. The flare is operational on Mondays, Wednesdays, Fridays, and Sundays between 10 AM and 3 PM.**
- d. Shutdowns because of wind will be based on the Contractor's judgement of onsite conditions; however, Contractor shall be cognizant the health and safety of their employees and to minimize/eliminate windblown litter.**

15. Site Walk


SFSWMA - Caja Del Rio Landfill
Phase 3 Landfill Gas (LFG) Collection System Expansion
Pre-Bid Meeting
March 10, 2019, 10:00 AM MST
Sign-in Sheet

NAME	COMPANY/ ORGANIZATION	EMAIL ADDRESS	PHONE NUMBER
Casey Hagemeyer	Landmarc Environmental	chagemeyer@ merusys.com	806-570-6010
MIKE STALLARD	TRICON WORKS, LLC	MSTALLARD@TRICONWORKS.COM	772-538-8816
Brett DeVries	SCS	bdevries@scsengineers.com	763-442-5417
Danika Boettner	SFSWMA	dboettner@sfsoma.org	505-424-1850



149 Wildlife Way * Santa Fe, NM 87506 * (505) 424-1850
www.sfswma.org

ADDENDUM No. 2
to
RFB No. '20/13/B

Date: March 25, 2020
To: All Interested Offerors
From: Randall Kippenbrock, P.E., Executive Director 
Re: RFB No. '20/13/B – Caja del Rio Landfill – Phase 3 Landfill Gas (LFG) Collection System Expansion

This Addendum forms a part of the Contract Documents and modifies or supplements the Project Contract Documents or the Construction Drawings as indicated below and in the attachments. All other provisions of the Contract Documents shall remain unchanged. This Addendum is hereby made a part of the Contract Documents to the same extent as those provisions contained in the original documents and all itemized listings thereof. **Bidders shall acknowledge receipt of this Addendum in the appropriate space on Section 4 – Bid Form and as requested herein.**

Q&A /Clarification/Revisions

1. *Can you confirm that a copy of a cashier's check for the bid security will be acceptable for the bid submittals, since we are going with an electronic copy?*

Please provide the cashier's check by regular US Postal Mail Services to the Purchasing Office (Ms. Fran Dunaway, CPO, Purchasing Officer, City of Santa Fe, 200 Lincoln Ave., Room 122, Santa Fe, NM 87501). Please ensure the bid number (RFB No. '20/13/B), title (SFSWMA – Caja del Rio Landfill – Phase 3 Landfill Gas (LFG) Collection System Expansion), and due date (March 26, 2020) is written on the envelope). Also, please provide a copy of the check with your bid.

This Addendum must be signed and returned with your proposal. Failure to do so may cause your proposal to be considered non-responsive.

Receipt of Addendum No. 2 to RFB No. '20/13/B is hereby acknowledged



Authorized Signature

March 25th, 2020

Date

Landmarc Environmental Systems, LLC

Firm Name

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE Landmarc Environmental Systems, LLC, hereinafter called the PRINCIPAL, and the Berkley Insurance Company, of 475 Steamboat Road, Greenwich, CT 06830 a Corporation duly organized under the laws of the State of Delaware, and, authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the Santa Fe Solid Waste Management Agency, hereinafter called the OBLIGEE, in the sum of Five Percent of Amount Bid dollars (\$ 5%) for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted the accompanying bid, dated March 26, 2020, (Bid No.'20/13/B) for the construction of the Santa Fe Solid Waste Management Agency, Caja del Rio Landfill Phase 3 Landfill Gas (LFG) Collection System Expansion, 149 Wildlife Way, Santa Fe, NM 87506.

B. NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

C. SIGNED AND SEALED THIS 26th DAY OF March, 2020.

Landmarc Environmental Systems, LLC

BIDDER

By: [Signature] (SEAL)

PRINCIPAL

By: Berkley Insurance Company

SURETY

[Signature]
WITNESS

Tariese M. Pisciotto
WITNESS
Tariese M. Pisciotto

[Signature]
NAME/TITLE Stephen T. Kazmer, Attorney-In-Fact



State of IL

County of DuPage

SURETY ACKNOWLEDGEMENT (ATTORNEY-IN-FACT)

I, Tariese M. Pisciotto **Notary Public of** DuPage **County, in the State of** IL ,

do hereby certify that Stephen T. Kazmer **Attorney-in-Fact, of the** Berkley Insurance

Company **who is personally known to me to be the same person whose**

name is subscribed to the foregoing instrument, appeared before me this day in person, and

acknowledged that he signed, sealed and delivered said instrument, for and on behalf of the

Berkley Insurance Company **for the uses and purposes therein set forth.**

Given under my hand and notarial seal at my office in the City of Downers Grove **in**

said County, this 26th **day of** March , 2020 .

Tariese M. Pisciotto

Notary Public

Tariese M. Pisciotto

My Commission expires:

June 26, 2022



POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-SurePath-a

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint:

Surety Bond No.: Bid Bond
Principal: Landmarc Environmental Systems, LLC
Obligee: Sante Fe Solid Waste Management Agency
Amount of Bond: See Bond Form
Stephen T. Kazmer
HUB International Midwest Limited
Downers Grove, IL

its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:



RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

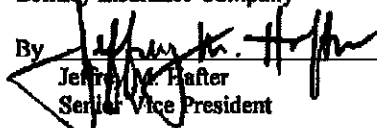
RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 25th day of July, 2019.

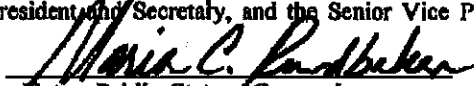
(Seal)  Attest:
By 
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company
By 
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 25th day of July, 2019, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDRAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

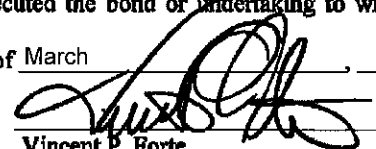

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 26th day of March, 2020.

(Seal) 


Vincent P. Forte

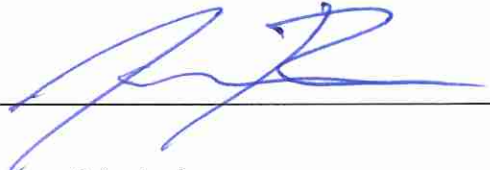
NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Jake Rau being first duly sworn, deposes and says that:

- (1) The undersigned is the Principal of Landmarc Environmental Systems, LLC the Bidder that has submitted the attached Bid Proposal;
- (2) The undersigned is fully informed respecting the preparation and contents of the attached Bid Proposal and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) 
 TITLE Principal

SUBSCRIBED AND SWORN to before me this Twenty Six day of March 2020.

My Commission Expires 10/15/2022



SUBCONTRACTS

- A. Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until Contractor has submitted a Non-Collusion Affidavit from the Subcontractor, which is in substantially the form that follows page 6-5 and has received written approval of such Subcontractor from the Owner.
- B. No proposed Subcontractor shall be disapproved by the Owner except for cause.
- C. Contractor shall be as fully responsible to the Owner for the acts and omissions of the Subcontractors and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons directly employed by Contractor.
- D. Contractor shall cause appropriate provision to be inserted in all subcontracts relative to the work to require compliance by each Subcontractor with the applicable provisions of the Contract for the improvements embraced.
- E. Nothing contained in the Contract shall create any contractual relationship between any Subcontractor and the Owner.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF Santa Fe

N/A being first duly sworn, deposes and says that:

- (1) The undersigned is the _____ of _____, hereinafter referred to as "Subcontractor".
- (2) The undersigned is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by Subcontractor to _____, Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.
- (3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.
- (4) Neither Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communications or conference with any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Contracting Agency or any person interested in the proposed Contract; and
- (5) The price or prices quoted in Subcontractor's proposal are fair and proper and are, not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(SIGNED) _____

(PRINT NAME) _____

TITLE _____

SUBSCRIBED AND SWORN to before me this _____ day of _____ 2020.

NOTARY PUBLIC

My Commission Expires _____

CERTIFICATION OF NON-SEGREGATED FACILITIES

(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause).

The construction Contractor certifies that Contractor does not maintain or provide for its employees any segregated facilities at any of its establishments and does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction Contractor certifies further that Contractor will not maintain or provide for its employees any segregated facilities at any of its establishments, and that Contractor will not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The construction Contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means any waiting room, work areas, restrooms and washrooms, restaurants and other eating areas, time clock, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreating or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The construction Contractor agrees that (except where Contractor has obtained identical certifications from proposed subcontractors for specific time periods) Contractor will obtain identical certifications from proposed SUBCONTRACTORS prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause and that Contractor will retain such certifications in its files.

(SIGNED) 

PRINT NAME Jake Rau

TITLE Principal

SUBSCRIBED AND SWORN to before me this Twenty Six day of March 2020.



My Commission Expires 10/15/2022

**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF BIDDER

Bidder's Name: Landmarc Environmental Systems, LLC

Address: 1316 Bond Street, Suite 108
Naperville, IL 60563

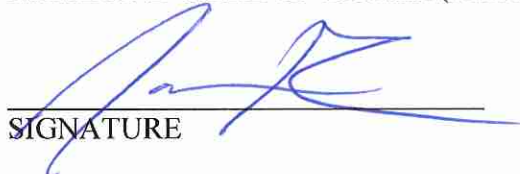
1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes No

2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____

Certification: The information above is true and complete to the best of my knowledge and belief.

Jake Rau Principal

NAME AND TITLE OF SIGNER (PLEASE TYPE)


SIGNATURE

3/26/2020
DATE

**CERTIFICATION OF SUBCONTRACTOR REGARDING
EQUAL EMPLOYMENT OPPORTUNITY
INSTRUCTIONS**

This certification is required pursuant to Executive Order 11246 (30 F. R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract or subcontract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven (7) calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION OF SUBCONTRACTOR

Subcontractor's Name: _____ N/A _____

Address: _____

1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.
Yes _____ No _____

2. Compliance reports were required to be filed in connection with such contract or subcontract.
Yes _____ No _____

Certification: The information above is true and complete to the best of my knowledge and belief.

NAME AND TITLE OF SIGNER (PLEASE TYPE)

SIGNATURE

DATE