

BID FORMS
(00 4100)

BID FORM - STIPULATED SUM (Single-Prime Contract) (00 4113)

Invitation No: BID '21/12/B
Project: CIP PROJECT #667, NEW SOUTHSIDE TRANSIT CENTER
Date of Issuance of Invitation to Bid: September 28, 2020
This Bid is submitted electronically to: PURCHASING DIVISION
CITY OF SANTA FE
purchasing@santafenm.gov

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the Owner in the form included in the Bidding Documents to perform and furnish all work as specified or indicated in the Bidding Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. The Bidder accepts all of the terms and conditions of the Invitation for Bid and Instructions to Bidders, including, without limitation, those dealing with the disposition of Bid security and other Bidding Documents. This Bid will remain subject to acceptance for *60 days after the day of Bid opening. The Bidder shall sign and submit the Agreement between Owner and Contractor (hereinafter called Agreement) with the bonds and other documents required by the Bidding Requirements within fifteen (15) calendar days after the date of the Owner's Notice to Award.
3. In submitting this Bid, the Bidder represents, as more fully set forth in the Agreement, that:
 - A. The Bidder has examined copies of all the Bidding Documents and of the following Addenda (receipt of all of which is hereby acknowledged):

No. <u>10/19/20</u>	Date _____	No. _____	Date _____
No. <u>10/21/20</u>	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Owner's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the Owner's Representative is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
 - G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

The Scope of Work together with all related work required for comprehensive, fully functioning, warranted systems and finishing includes but is not limited to the Work listed in the SCOPE OF BIDS.

Contractor shall be responsible for adherence to the Contract Documents, Construction Documents, Specifications and approved directives.
Contractor shall be responsible for State CID requirements and permit.
Contractor shall be responsible for verifications of all existing conditions, measurements and dimensions for bidding.
Contractor shall be responsible for all permits, fees, and State and/or City inspections associated with the construction.
Contractor shall be responsible for removal and securing of any existing equipment necessary to provide for the new work in accordance with the contract documents and to re-install these items in good work condition.

The Bidder will complete the work for the following price(s):

Base Bid - Building, Site Work, Site Utilities, Irrigation and Landscaping, Furnishings and all other Work and required coordination listed in the Scope of Bids and Construction Documents, exclusive of Gross Receipts Tax:

Two million four hundred and forty seven thousand sixty three and eighty two cents (\$ 2,447,063.82)
(use words)

Allowance: Construction Contingency Reserve:

Two Hundred and Seventy Thousand Dollars and no/100 (\$270,000.00), exclusive of Gross Receipts Tax.

Base Bid Plus Allowance, exclusive of Gross Receipts Tax:

Two million seven hundred and seventeen thousand sixty three and eighty two cents (\$ 2,717,063.82)
(use words)

Gross Receipts Tax on Base Bid Plus Allowance:
(GRT = 8.4375%)

Two hundred twenty nine thousand two hundred and fifty two and twenty six cents (\$ 229,252.26)
(use words)

Total Base Bid Plus Allowance Plus Tax

Two million nine hundred and forty six thousand three hundred and sixteen and nine cents (\$ 2,946,316.09)
(use words)

Alternate #1: Construction of North Parking Lot and all associated scope as indicated by the Bid Documents, inclusive of Gross Receipts Tax @ 8.4375%

Three hundred thousand two hundred and ninety with eighty three cents (\$ 300,290.83)
(use words)

4. The Bidder agrees that:
 - A. The work to be performed under the Contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed, and that completion of the Base Bid shall be achieved not later than **two hundred and seventy (270) calendar days** after the date of written "Notice to Proceed", except as hereafter extended by valid written "Change Order" by the Owner.
 - B. Should the Contractor neglect, refuse, or otherwise fail to complete the work within the time specified, the Contractor agrees, in partial consideration for the award of this Contract, to pay the Owner the amount of Two Hundred Fifty Dollars (\$250) per consecutive calendar days, not as a penalty, but as liquidated damages for such breach of the Contract.
 - C. The above process shall include all labor, profit, insurance, taxes, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the Contract Documents.
 - D. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.

5. The following forms and sample forms are attached to and/or required for this RFB and their completion and submittal (as required) is a condition of a responsible and responsive Bid:
 - A. Bid Bond (only for the highest bid option) **(AIA Document A310 must accompany the Bid.)**
 - B. Agent's Affidavit **(This form must accompany Bid Bond.)**
 - C. Subcontractor Listing Form **(This form must accompany the Bid.)**
 - D. Non-Collusion Affidavit of Prime Bidder **(This form must accompany the Bid.)**
 - E. Non-Collusion Affidavit of Subcontractor (This form must be submitted upon Award of Contract.)
 - F. Certificate of Non-Segregated Facilities **(This form must accompany the Bid.)**
 - G. Certificate of Bidder Regarding Equal Employment Opportunity **(This form must accompany the Bid.)**
 - H. Statement of Intent to pay prevailing wages (This form must be provided within ten (10) days after NMDWS NOA.)
 - I. Affidavit of Wages Paid (This form must be provided with Construction Close-Out.)
 - J. Weekly Payroll Form (This form must be provided during Construction.)
 - K. Payroll Statement of Compliance (This form must be provided during Construction.)
 - L. Certificate of current registration with the NMDWS **(This form must accompany the Bid.)**
 - M. Certificate of City of Santa Fe Business Registration **(This form must accompany the Bid.)**
 - N. Certificate of licensure with the New Mexico Regulation and Licensing Department, CID **(This form must accompany the Bid.)**
 - O. Performance Bond (AIA Form A312-Performance Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - P. Payment Bond (AIA Form A312-Payment Bond-2010) (Sealed original must be provided within ten (10) days after City NOA.)
 - Q. Project-specific Certificate of General Liability Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - R. Project-specific Workers' Compensation Insurance (Current COI must be provided for inclusion with recommendation for Award of Contract.)
 - S. Federal Contract Clauses Acknowledgement Form (As this is a federal grant funded project, the Federal Contract Clauses included in this document must be acknowledged by the Contractor's signing of the accompanying Federal Contract Clauses Acknowledgement Form **(This form must accompany the Bid)**)

If any of the above documents, listed as required to accompany the Bid, are not included, current and completed in good order, the Bid shall be deemed non-responsive.

6. The terms used in this Bid and the Bidding and Contract Documents which are defined in the Conditions of the Construction Contract (General, Supplementary, and Other Conditions)

7. If the Bidder is:

- A. AN INDIVIDUAL:

By: _____
 (Individual's Name)

doing business as: _____

Business address: _____

Telephone: _____

(SEAL)

B. A PARTNERSHIP:

By: _____
(Firm Name)

(General Partner)

Business Address:

Telephone: _____

(SEAL)

C. A CORPORATION

By: Contreras Construction Corp.
(Corporation Name)

New Mexico
(State of Incorporation)

By: Miguel Contreras
(Name of person authorized to sign)

Secretary
(Title)

If a New Mexico Corporation: 1935261
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: 127 General Somervell St NE, ALbuquerque, NM 87123

Telephone: 505-503-8273

D. A JOINT VENTURE

By: _____
(Name)

Address: _____

By: _____
(Name)

Address: _____

Each joint venture must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated in the appropriate category.

Bidder must fill in the following: (If none, write none)

NM License No.: 354456 Classification: GB-98

NM Taxation and Revenue CRS No.: 02-366975-00-6

City of Santa Fe Business Registration No.: 227286

NM Resident Preference Number (if applicable): L0037529920

Bid Submittal shall be electronic as indicated by the Instructions to Bidders (00 2100).



AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Contreras Construction Corp.
127 General Somervell NE
Albuquerque, New Mexico 87123

SURETY: Merchants National Bonding, Inc.

(Name, legal status and principal place

of business) PO Box 14498, Des Moines, IA 50306-3498

OWNER:

(Name, legal status and address)

City of Santa Fe
PO Box 909
Santa Fe, NM 87504

BOND AMOUNT: Five Percent of Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

City of Santa Fe for the New Southside Transit Center
- Project CIP Project No. 667

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner 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. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 19th day of October, 2020.

 (Witness)

 Contreras Construction Corp.
 (Contractor as Principal) (Seal)

 (Title)

 Merchants National Bonding, Inc. (Surety) (Seal)

 (Witness)

 (Title) Thomas M. Padilla Attorney-In-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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AGENT'S AFFIDAVIT (00 4313.1)

(To be filled in by Agent)

STATE OF New Mexico)
) ss.
COUNTY OF Bernalillo)

Thomas M. Padilla being first duly sworn deposes and says:

Merchants National Bonding, Inc. and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe, New Mexico in connection with the construction of City of Santa Fe New Southside Transit Center Project CIP Project No. 667, Bid # '21/12/B

ed 9th day of October, 2020, executed by

Contreras Construction Corp.

contractor, as principal Merchants National Bonding, Inc., as surety, signed by this deponent; and deponent further states that said bond was written, signed, and delivered by him/her; that the premium on the same has been or will be collected by him/her; and that the full commission thereon has been or will be retained by him/her.

By: [Signature] Thomas M. Padilla

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo this 19th day, 2020.

My Commission expires: October 11, 2023
Agent's Address: 6565 Americas Parkway NE, Suite 720
Albuquerque, New Mexico 87110
Telephone: 505-828-4000

[Signature] Joshua Boruff



OFFICIAL SEAL
Joshua Boruff
NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: October 11, 2023

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Barbara Chavez; David C Mitchie; David Long; Emily Mascarenas; Michael Byrd; Michelle Vialpando; Robert C Zettel; Robert Machacek; Susan D Martin; Thomas M Padilla

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of September, 2020.

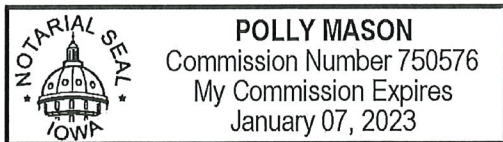


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 15th day of September 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Polly Mason
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of October, 2020.



William Warner Jr.
Secretary

SUBCONTRACTOR LISTING FORM (00 4518)

Note: The listing threshold for this project shall be five thousand dollars (\$5000) or one-half of one percent of the architect's or engineer's estimate of the total project cost, excluding alternates, whichever is greater. The architect's estimate of total project cost, excluding alternates, is two million and three hundred thousand dollars (\$2,300,000).

Trade:	Asphalt	Name of Subcontractor:	Custom Grading, Inc.
Address: P.O Box 94088, Albuquerque, NM 87199			
Telephone No.:	505-897-4225	License No.:	27988
		NM Dept. of Workforce Solutions	Registration No.:
			002325120110921
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Landscaping	Name of Subcontractor:	Green Summit Landscape Management
Address: 8019 Edith Blvd Ne, Albuquerque, NM 87113			
Telephone No.:	505-990-5754	License No.:	400791
		NM Dept. of Workforce Solutions	Registration No.:
			24627507542020
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Concrete/Gyp AssembliesEifs/Metal Fabrications	Name of Subcontractor:	By G.C
Address:			
Telephone No.:		License No.:	
		NM Dept. of Workforce Solutions	Registration No.:
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Fence/Railing	Name of Subcontractor:	Apache Construction Co. Inc. dba Valley Fence Company
Address: 1932 Coors Blvd SW, Albuquerque, NM 87121			
Telephone No.:	505-877-1155	License No.:	29229
		NM Dept. of Workforce Solutions	Registration No.:
			0007220060701
Signature of Subcontractor (to be obtained after award of contract):			

Trade: Casework	Name of Subcontractor: P&M Caseworks, LLC	
Address: P.O Box 90817, Albuquerque, NM 87199		
Telephone No.: 505-883-4617	License No.: 357594	NM Dept. of Workforce Solutions Registration No.: 01955020110720
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Sealants	Name of Subcontractor: Sealant Specialists Inc.	
Address: P.O Box 6115, Albuquerque, NM 87197 <i>MAC</i>		
Telephone No.: 505-848-8045	License No.: 58658	NM Dept. of Workforce Solutions Registration No.: 002292920110728
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Selective Demo/Earthwork	Name of Subcontractor: Guzman Construction Solutions	
Address: 5700 University Blvd Se, Ste 310, Albuquerque, NM 87106		
Telephone No.: 505-452-0663	License No.: 354808	NM Dept. of Workforce Solutions Registration No.: 00239182012023
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Storefront/Glazing	Name of Subcontractor: Western Commercial Glass, Inc	
Address: 7900 A Reading Ave Se, Albuquerque, NM 87105		
Telephone No.: 505-271-1008	License No.: 357836	NM Dept. of Workforce Solutions Registration No.: 03052120140808
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Paint	Name of Subcontractor: Straight Line Painting	
Address: 1514 Fuentes Rd SW, Albuquerque, NM 87105		
Telephone No.: 505-750-4245	License No.: 373023	NM Dept. of Workforce Solutions Registration No.: 24542311342016
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Flooring	Name of Subcontractor: Ray's Flooring Specialists	
Address: 7401 Los Volcanes NW, Albuquerque, NM 87121		
Telephone No.: 505-883-1967	License No.: 23723	NM Dept. of Workforce Solutions Registration No.: 002519620120824
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Insulated Translucent Fiberglass	Name of Subcontractor: Powers Products Southwest	
Address: 8352 Corona Loop Ne, Albuquerque, NM 87113		
Telephone No.: 505-243-2000	License No.: 402493	NM Dept. of Workforce Solutions Registration No.: 28302178642020
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Plumbing	Name of Subcontractor: Hanna Plumbing & Heating Co.	
Address: PO Box 90995, Albuquerque, NM 87199		
Telephone No.: 505-898-4536	License No.: 7894	NM Dept. of Workforce Solutions Registration No.: 001865920011521
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Testing	Name of Subcontractor: CA2 Testing	
Address: PO Box 636		
Telephone No.: 505-718-3030	License No.: 8214	NM Dept. of Workforce Solutions Registration No.: 26659010
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Electrical	Name of Subcontractor: Nuwire Electric	
Address: 7524 Gwin Rd SW, Albuquerque, NM 87121		
Telephone No.: 505-917-5121	License No.: 359971	NM Dept. of Workforce Solutions Registration No.: 23011287432020
Signature of Subcontractor (to be obtained after award of contract):		

MAC

Trade: Door opener	Name of Subcontractor: Automated Door Inc.	
Address: P.O Box 15130, Rio Rancho, NM 87174		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Electrical	Name of Subcontractor: Alive Electric Inc.	
Address: P.O Box 23411, Santa Fe, NM 87502		
Telephone No.: 505-438-9707	License No.: 366666	NM Dept. of Workforce Solutions Registration No.: 002322020110912
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address: 6		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

Trade:	Name of Subcontractor:	
Address:		
Telephone No.:	License No.:	NM Dept. of Workforce Solutions Registration No.:
Signature of Subcontractor (to be obtained after award of contract):		

CERTIFICATION OF NONSEGREGATED FACILITIES (00 4533)

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

The construction Contractor certifies that no segregated facilities are maintained or provided for the Contractor's employees at any of the Contractor's establishments and that the Contractor does not permit employees to perform services at any location, under the Contractor's control, where segregated facilities are maintained.

The construction Contractor certifies further that no segregated facilities will be maintained or provided for the Contractor's employees at any of the Contractor's establishments, and that the Contractors will not permit employees to perform services at any location, under the Contractor's 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, rest rooms and wash rooms, restaurants and other eating areas; time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation 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 identical certifications from proposed Subcontractors for specific time periods have been obtained) the Contractor shall obtain identical certifications from proposed Subcontractors, prior to the award of subcontracts exceeding \$10,000, which are not exempt from the provision of the Equal Opportunity Clause and that the Contractor will retain records of such certifications.

Contreras Construction Corp.

127 General Somervell St Ne.

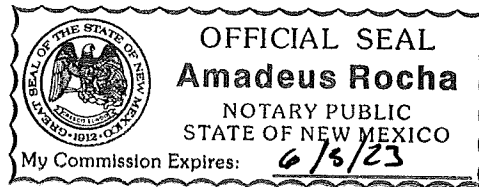
Albuquerque, NM 87123

By: Miguel A. Contreras 
Title: Secretary

Subscribed and sworn to before me this 21 day of October, 2020.


Notary Public

My Commission expires: 6/3/23



**FEDERAL CONTRACT CLAUSES ACKNOWLEDGEMENT FORM
(00 4600.2)**

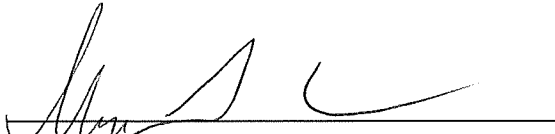
ACKNOWLEDGMENT

Bidder shall sign and date this form indicating that he has read and understands the requirements for Federal Contract Clauses 1 thru 25 as described in Section 00 4600.1, Federal Contract Clauses.

Note: This form shall be included with the Bid Form

Contreras Construction Corp.

Company Name



Signature

Oct 22, 2020

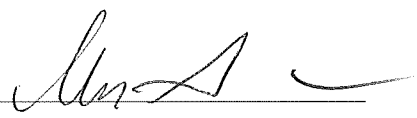
Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)


STATE OF _____)
)ss.
COUNTY OF _____)

Miguel A. Contreras, being first duly sworn, deposes and says that:

- 1) He/She is the Secretary of Contreras Construction Corp., the Bidder that has submitted and attached Bid;
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid 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 affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with the 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, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Santa Fe, 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 affiant.

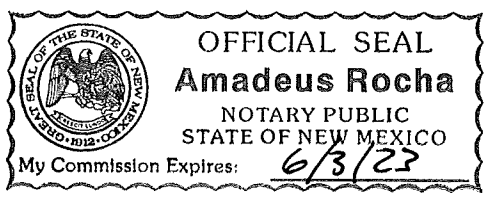
By: Miguel A. Contreras 
Title: Secretary

Subscribed and sworn to before me this 21st day of October, 2020



Notary Public

My Commission expires: 6/3/23



CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY (00 4536)

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 proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether the Contractor has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether the Contractor 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 calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: Contreras Construction Corp

Address: 127 Gen Somervell St Ne.

Albuquerque, NM 87123

1. Bidder has participated in a previous Contract or subcontract subject to the equal Opportunity Clause.

 Yes X No

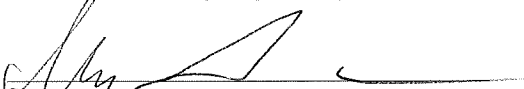
2. Compliance reports were required to be filed in connection with such Contract or subcontract.

 Yes Type text here No

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

Miguel A. Contreras Secretary

Name and Title of Signer (please type)


Signature

10/21/2020
Date

Certificate of Contractor Registration



This is to certify that

Contreras Construction Corp

127 GENERAL SOMERVELL NE

ALBUQUERQUE, NM, 87123

has registered with the Department of Workforce Solutions

Registration Date: 8/13/2020 Registration Number: 002487820120706

**This certificate does not show the current status of the company.
To see the current status for this company please go to the Public Works
and Apprenticeship Application (PWAA) at
<https://www.dws.state.nm.us/pwaa>**



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

BUSINESS REGISTRATION

Business Name: CONTRERAS CONSTRUCTION CORP

Business Location: SF COUNTY
NM

Owner:

License Number: 227286

Issued Date: May 05, 2020

Expiration Date: December 31, 2020

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

CONTRERAS CONSTRUCTION CORP

PO BOX 50669

ALBUQUERQUE, NM 87181

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

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

TO BE POSTED IN A CONSPICUOUS PLACE