

# CITY OF SANTA FE



Public Works Department  
Facilities Division

## “INVITATION TO BID”

CIP PROJECT #667  
NEW SOUTHSIDE TRANSIT CENTER

**BID# ‘21/12/B**

## PROJECT MANUAL

**BIDS DUE:**

Tuesday, October 20, 2020  
2:00 P.M.

PURCHASING DIVISION  
CITY OF SANTA FE

By Electronic Submittal Only To:  
[purchasing@santafenm.gov](mailto:purchasing@santafenm.gov)

## 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@cityofsantafe.gov](mailto:purchasing@cityofsantafe.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>1</u>	Date <u>10/19/20</u>	No. _____	Date _____
No. <u>2</u>	Date <u>10/21/20</u>	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 Seventy-five thousand Five hundred twenty-six  
(use words) and no cents  
\$2,475,526-

**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 forty-Five thousand Five hundred twenty six  
(use words) and no cents  
\$2,745,526-

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

Two Million Nine hundred seventy-seven thousand One hundred seventy-Nine  
(use words) and seventy cent  
\$2,977,179.70

**Total Base Bid Plus Allowance Plus Tax**

Three Million Eighty Five thousand two hundred ten and fifty cents  
(use words)  
\$3,085,210.50

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

One hundred Eight Thousand thirty and Eighty-Five cents  
(use words)  
\$108,030.85

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: Phuma, LLC  
(Corporation Name)

New Mexico  
(State of Incorporation)

By: Christopher M. Pacheco, CMO  
(Name of person authorized to sign)

MANAGING MEMBER  
(Title)

If a New Mexico Corporation: 2134240  
Certificate of Incorporation No.

If a Foreign Corporation: \_\_\_\_\_  
Certificate of Authority No.

Attest: \_\_\_\_\_  
(Secretary)

Business address: 6301 4th St. NW, Ste 1, ABO., NM 87107

Telephone: (505) 345-0755

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.: 387286 Classification: G1098, EE48

NM Taxation and Revenue CRS No.: 02903775009

City of Santa Fe Business Registration No.: 222373

NM Resident Preference Number (if applicable): L0399797424

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

**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: <u>Store Front</u>	Name of Subcontractor: <u>Western Commercial</u>	
Address: <u>7900 A Reading Ave SE</u>		
Telephone No.: <u>505-271-1008</u>	License No.: <u>357836</u>	NM Dept. of Workforce Solutions Registration No.: <u>0305212040808</u>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <u>HVAC Mechanical</u>	Name of Subcontractor: <u>Futures Mechanical</u>	
Address: <u>2505 Twin Buttes Dr NE 87144</u>		
Telephone No.:	License No.: <u>387340</u>	NM Dept. of Workforce Solutions Registration No.: <u>24755670712016</u>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <u>Landscaping</u>	Name of Subcontractor: <u>Brightview</u>	
Address: <u>6001 San Francisco Rd NE 87109</u>		
Telephone No.: <u>505-560-9712</u>	License No.: <u>15421</u>	NM Dept. of Workforce Solutions Registration No.: <u>29615904182019</u>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <u>Fiberglass Panel</u>	Name of Subcontractor: <u>Powers Products SW</u>	
Address: <u>8352 Carona Loop NE 87113</u>		
Telephone No.: <u>505-243-2000</u>	License No.: <u>402493</u>	NM Dept. of Workforce Solutions Registration No.: <u>28302178642020</u>
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:	Fencing	Name of Subcontractor:	Valley Fence Company
Address:	1932 Coors Blvd, NW 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:	Masonry	Name of Subcontractor:	Precision Masonry, Inc.
Address:	2828 Girard, NE Albuquerque, NM 87107		
Telephone No.:	505.872.9750	License No.:	84827
			NM Dept. of Workforce Solutions Registration No.: 002264020110620
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Cabinetry	Name of Subcontractor:	P+M Caseworks, LLC
Address:	P.O. Box 90817, Albuquerque, NM 87199-0817		
Telephone No.:	505.883.4617	License No.:	357594
			NM Dept. of Workforce Solutions Registration No.: 01955020110727
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Building Insulation/Firestopping	Name of Subcontractor:	TruTeam
Address:	3800 Arno Street, NE, Albuquerque, NM 87107		
Telephone No.:	505.350.7095	License No.:	94745
			NM Dept. of Workforce Solutions Registration No.: 0001020060701
Signature of Subcontractor (to be obtained after award of contract):			



### 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:	Paving/Grading		Name of Subcontractor:	CGI	
Address:	P.O. Box 94088		Albuquerque, NM	87199	
Telephone No.:	505.792.2399		License No.:	27988	
			NM Dept. of Workforce Solutions Registration No.:		
			DWS002325120110921		
Signature of Subcontractor (to be obtained after award of contract):					

Trade:	EXTERIOR DEMO + Earthwork		Name of Subcontractor:	Coronado Wrecking + Salvage Co. Inc.	
Address:	4200 Broadway Blvd. SE		Albuquerque, NM	87105	
Telephone No.:	505.877.2821		License No.:	24416	
			NM Dept. of Workforce Solutions Registration No.:		
			62565		
Signature of Subcontractor (to be obtained after award of contract):					

Trade:	Control Materials Testing		Name of Subcontractor:	CA2 Testing	
Address:	17 Centro de Algodones,		Algodones, NM	87004	
Telephone No.:	505.718.3030		License No.:		
			NM Dept. of Workforce Solutions Registration No.:		
			26659010		
Signature of Subcontractor (to be obtained after award of contract):					

Trade:	<del>/</del>		Name of Subcontractor:	Jamestown Advanced Products	
Address:	<del>2855 Girls Road,</del>		<del>Jamestown, NY</del>	<del>14701</del>	
Telephone No.:	<del>/</del>		License No.:	<del>/</del>	
			NM Dept. of Workforce Solutions Registration No.:		
			<del>/</del>		
Signature of Subcontractor (to be obtained after award of contract):					

Trade:	ADA Doors	Name of Subcontractor:	Automated Door, INC.
Address:	PO Box 15130, Rio Rancho, NM 87174		
Telephone No.:	505-891-0255	License No.:	80938
		NM Dept. of Workforce Solutions Registration No.:	0909220090219
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	OH Doors	Name of Subcontractor:	ABC Door Company
Address:	2915 Richmond NE Albuquerque, NM 87107		
Telephone No.:		License No.:	13853
		NM Dept. of Workforce Solutions Registration No.:	
Signature of Subcontractor (to be obtained after award of contract):			

Trade:	Exterior Demo & Earthwork	Name of Subcontractor:	Coronado
Address:	4200 Broadway Blvd SE Albuquerque, NM		
Telephone No.:	505-877-2821	License No.:	62565
		NM Dept. of Workforce Solutions Registration No.:	002361620111130
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):			

**BID SECURITY FORM (00 4313)**

**(This page is intentionally left blank.)**

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Pluma, LLC  
6301 4th St. NW, Suite 1  
Albuquerque, NM 87107

**SURETY:**

(Name, legal status and principal place of business)  
Granite Re, Inc.  
14001 Quailbrook Dr  
Oklahoma City, OK 73134

**OWNER:**

(Name, legal status and address)  
City of Santa Fe

**BOND AMOUNT:** Five Percent (5%) Of The Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)  
New Southside Transit Center

Project Number, if any:

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 20th day of October, 2020

<p>_____ (Witness)</p> <p><i>Juan J. Vance</i> _____ (Witness)</p>	<p>Pluma, LLC (Principal) _____ (Seal)</p> <p><i>[Signature]</i> _____ (Title)</p> <p>Granite Re, Inc. (Surety) _____ (Seal)</p> <p><i>Christian B. Downey</i> _____ (Title) Christian B. Downey, Attorney-in-Fact</p>
--	--



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE; JOSEPH A. MENICUCCI its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

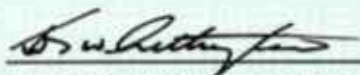
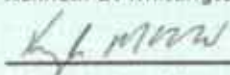
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

ROGER N. DOWNEY; CHRISTIAN B. DOWNEY; SHERRYL L. QUINT; MARIA Y. ANKENY; SUSAN J. VANCE; JOSEPH A. MENICUCCI may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 3<sup>rd</sup> day of January, 2020.

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

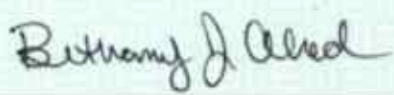


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 3<sup>rd</sup> day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2023  
Commission #: 11003620



  
\_\_\_\_\_  
Notary Public

**GRANITE RE, INC.**  
**Certificate**

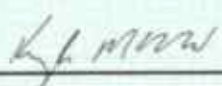
THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this

30<sup>th</sup> day of October, 2020.



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

**AGENT'S AFFIDAVIT**

BONDS, CERTIFICATIONS AND NOTICES  
Section 00622

THIS FORM MUST BE USED BY SURETY  
(To be filled in by Agent)

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

Christian B. Downey being first duly sworn deposes and says:

That he/she is the duly appointed agent for Granite Re, Inc.

and licensed or authorized to do business in the State of New Mexico.

Deponent further states that a certain bond given to indemnify the Owner in connection with the construction of New Southside Transit Center

dated the 20th day of October, 2020, executed by:

Pluma, LLC contractor, as principal and  
Granite Re, 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; and that the full commission thereon has been or will be retained by him/her.

*Christian B. Downey*

Christian B. Downey, Attorney-In-Fact

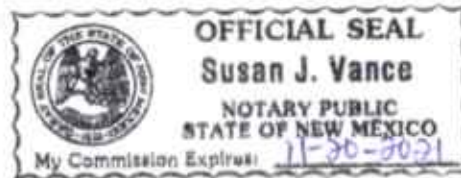
Subscribed and sworn to before me this 20th day of October, 2020.

*Susan J. Vance*

Notary Public

My commission expires: 11-30-2021

Agent's Address: Downey & Company  
6565 Americas Pkwy NE #750  
Albuquerque, NM 87110  
(505) 881-0300



●Power of Attorney for person signing for surety company must be attached to bond ●

**NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)**

STATE OF \_\_\_\_\_ )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

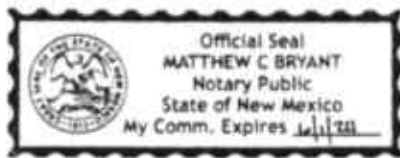
Christopher M. Pacheco, being first duly sworn, deposes and says that:

- 1) He/She is the Managing Member of Pluma, LLC 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: CM  
Title: MANAGING MEMBER

Subscribed and sworn to before me this 27 day of October, 2020.

[Signature]  
Notary Public



My Commission expires: 4/1/2024

**NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR (00 4520)**

STATE OF

COUNTY OF

\_\_\_\_\_ , being first duly sworn, deposes and says that:

- 1) He/She is of, herein referred to as the "Subcontractor";
- 2) He/She is fully informed respecting the preparation and contents of the Subcontractors Proposal

submitted to \_\_\_\_\_, the Prime Contractor for certain work in connection with the

\_\_\_\_\_ Contract pertaining to the Project

in \_\_\_\_\_  
(City or County and State)

- 3) Such Subcontractor's proposal is genuine and is not a collusive or sham Bid;
- 4) Neither the subcontractor 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 any other Bidder, firm, or person to submit a collusive 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, collusion, communication 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 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 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 affiant.

By: Christopher M. Pacheco

10/27/2020

Signature

Date

Subscribed and sworn to before me this 27 day of October, 2020

[Signature]  
Notary Public



My Commission expires: 10/1/21



# 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.



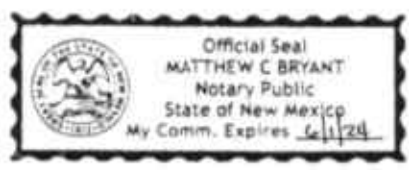
By: Christopher M. Pacheco

Title: MANAGER MEMBER

Subscribed and sworn to before me this 27 day of October, 2020.

  
Notary Public

My Commission expires: 6/1/2024



# 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 perspective 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: Pluma, LLC

Address: 6301 4th St. NW, Ste 1  
ABQ, NM 87107

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

CO Yes \_\_\_\_\_ No

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

CO Yes \_\_\_\_\_ No

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

Christopher Pacheco, CO  
Name and Title of Signer (please type)

CO  
Signature

10/27/2020  
Date

**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*

Puma, LLC

Company Name



Signature

10/27/2020

Date



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

## BUSINESS REGISTRATION

**Business Name:** PLUMA CONSTRUCTION SYSTEMS  
DBA: PLUMA CONSTRUCTION  
SYSTEMS

**Business Location:** SF COUNTY  
NM

**Owner:**

**License Number:** 222373

**Issued Date:** May 18, 2020

**Expiration Date:** December 31, 2020

**CRS Number:** 02903775009

**License Type:** Business License - Renewable

**Classification:** Out of Jurisdiction Contractor -  
General

**Fees Paid:** \$10.00

PLUMA CONSTRUCTION SYSTEMS  
6301 4TH ST NW STE 7  
ALBUQUERQUE, NM 87107

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

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

**TO BE POSTED IN A CONSPICUOUS PLACE**

# *Certificate of Contractor Registration*



This is to certify that

## **Pluma LLC**

Pluma LLC

6301 4TH ST NW

STE 1

ALBUQUERQUE, NM, 87107-5860

has registered with the Department of Workforce Solutions

**Registration Date: 5/9/2019**      **Registration Number: 1755520150602**

**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>**

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerrillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **PLUMA, LLC**  
**PERMANENT LICENSE #387286**

*Located at:* 6301 4TH ST NW STE 7, ALBUQUERQUE, NM 87107

*Has complied with all the requirements of the law and is hereby licensed as a contractor, to operate under the classification(s) of:*

**EE98, GB98**

*And to permit or contract projects singly in New Mexico of a dollar amount up to:*

**UNLIMITED**

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*



*Signature of Contractor*



*Pat McMurray*  
Director

**09/14/2016**

NOTE: This Certificate is new and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferrable

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **CHRISTOFER PACHECO**  
**PERMANENT CERTIFICATE #383604**

*Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:*

**GB98**

*As set up by the CONSTRUCTION INDUSTRIES DIVISION*

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**10/22/14**



*Signature of Contractor*



*Pat McMurray*  
Director

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable

Susana Martinez  
Governor

Pat McMurray  
Director

Robert "Mike" Unthank  
Superintendent

**State of New Mexico**  
Regulation and Licensing Department  
**CONSTRUCTION INDUSTRIES DIVISION**

2550 Cerillos Rd.  
Santa Fe, New Mexico 87505

*This is to certify that:* **CHRISTOFER PACHECO**

**PERMANENT CERTIFICATE #389768**

*Has complied with all the requirements of the law and is hereby certified as a qualified party under the classification of:*

**EE98**

*As set up by the CONSTRUCTION INDUSTRIES DIVISION*

*Given under my signature and the seal of the Construction Industries Division at Santa Fe, New Mexico on*

**09/14/16**



*Signature of Contractor*



*Pat McMurray  
Director*

NOTE: This Certificate is now and shall remain the property of the CONSTRUCTION INDUSTRIES DIVISION and shall be surrendered at any time upon demand. This certificate is not transferable



# STATE OF NEW MEXICO

TAXATION AND REVENUE DEPARTMENT

## RESIDENT VETERAN CONTRACTOR CERTIFICATE

Issued to: PLUMA, LLC

DBA: PLUMA, LLC

6301 4TH ST NW STE 1

LOS RANCHOS, NM 87107-5860

Expires: **16-Aug-2022**

Certificate Number:

**L0399797424**



Stephanie Schardin Clarke  
*Cabinet Secretary*

THIS CERTIFICATE IS NOT TRANSFERABLE



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
09/03/2020

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

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

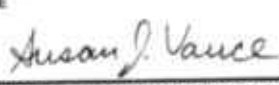
<b>PRODUCER</b> Downey & Company 6565 AMERICAS PARKWAY NE SUITE 750 ALBUQUERQUE NM 87110	<b>CONTACT NAME:</b> Susan Vance <b>PHONE (A/C, No, Ext):</b> (505) 881-0300 <b>E-MAIL ADDRESS:</b> svance@downeyandco.com	<b>FAX (A/C, No):</b> (505) 881-0908
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> Pluma, LLC, DBA: Pluma Construction Systems 6301 4th St. NW Suite 1 Albuquerque NM 87107	<b>INSURER A:</b> Donegal Insurance Group <b>NAIC #:</b> 13692	
	<b>INSURER B:</b> Builders Trust of New Mexico	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2020-2021 Multi      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR		POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
		INSR	WVD					
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		CPT9304970	06/01/2020	06/01/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CA9063215	06/01/2020	06/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		CXL9304970	06/01/2020	06/01/2021	EACH OCCURRENCE	\$ 2,000,000
							AGGREGATE	\$ 2,000,000
								\$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-100-0006343-2020A	01/01/2020	01/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.