

**A.8 Bid Bond**

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE Sparling Construction Company, Inc. hereinafter called the PRINCIPAL, as Principal, and the Western Surety Company, of 151 N. Franklin St., Chicago, IL 60606 a Corporation duly organized under the laws of the State of South Dakota, and authorized to do business in the State of New Mexico, hereinafter called the SURETY, as SURETY are held and firmly bound unto the City of Santa Fe, a Municipal Corporation, hereinafter called the OBLIGEE, in the sum of Five Percent (5%) Of The 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 June 24, 2021, ~~2020~~, (Bid No. 21/38/B) for the construction of the Santa Fe Regional Airport Runway 02 RSA Grading, City of Santa Fe.

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 24th DAY OF June, 20~~20~~<sup>21</sup>



Michael A. Johnson  
WITNESS

[Signature]  
WITNESS

Sparling Construction Company, Inc.  
BIDDER

By: [Signature]  
PRINCIPAL

Western Surety Company  
By: Susan Jane Vance  
SURETY

Title: Susan Jane Vance, Attorney-In-Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Roger N Downey, Susan Jane Vance, Sherryl L Quint, Christian B Downey, Maria Y Ankeny, Joseph A Menicucci, Individually**

of Albuquerque, NM, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2017.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of July, 2017, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 24th day of June, 2021.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

## A.5 Bid Form

### EXCEPTIONS TO SPECIFICATIONS

Bidder is required to return **two (2) complete copies** one (1) original and one (1) copy of the Bid documents, completely furnishing all information requested. All requested information, data, literature, drawings, etc. must be included with the bid submitted.

Bidder must check one of the following:

- a.     ()     All specifications, terms and conditions are met.
- b.     ()        Exceptions have been taken and noted on attached sheet (s).

All variations and/or exceptions to the specifications must be documented, referencing applicable paragraph (s) and explained in detail. Attach as many pages as necessary. If no exceptions are taken, it will be assumed that the bid meets all specifications and terms and conditions as stated in this complete bid package. Failure to list exceptions may disqualify bid. Delivery of non-conforming goods is at the expense of the bidder and/or other penalties.

All other specifications not detailed herein shall be as listed in the manufacturer's printed literature for the current standard model. Manufacturer's printed literature and specifications sheets shall be submitted with the bid.

Exceptions will not necessarily eliminate the bid. City staff shall determine acceptance or non-acceptance of exceptions. Unless otherwise noted and approved, it is assumed that delivery of the unit shall be as stated.

Signed submission of this bid represents that the bidder has accepted all terms, conditions and requirements of the bid unless a written exception is made and, if awarded, the bid will represent the agreement between the parties. Additionally, by signing this bid, the bidder warrants that there was no collusion of any kind in submission of this bid.

### WARRANTIES

Warranty required for material and workmanship for minimum of one year unless otherwise stated in the bid. Warranties shall begin when the City accepts satisfactory delivery of equipment from the bidder. The warranty contract shall be solely with the bidder and the bidder shall be responsible for ensuring all warranty work is satisfactorily completed on any component of the unit. All details of warranties shall be included with the bid.

State name, address and phone number of nearest authorized maintenance representative: \_\_\_\_\_

Patrick Wylie

505-821-1034

8440 Wyoming Blvd.

NE Albuquerque NM, 87113

DELIVERY

Bids shall include all costs of delivery to the City of Santa Fe, the specific location to be as designated by City staff. Unit shall be completely operational and ready for use.

Date of delivery after notice to proceed: 120 Calendar days.


Bidder SHALL INCLUDE descriptive material such as plans, drawings, photographs, diagrams, illustrations, written descriptions and manufacturer's literature with specifications with the bid. Additional information or details may be required after the bid opening. Bids may be disqualified if such information is not adequate to make a reasonably informed decision as to qualify, design, capabilities, etc.

The City reserves the right to alter quantities based on availability of budget. If this will alter the bid amount, the bidder must note the percent increase for lesser quantities.

BIDDER'S:

Sparling Construction Company, Inc.

Firm PO Box 90548 Albuquerque NM 87199

Address 

Authorized Signature  
Marcus Sparling

Print Name  
Vice President

Position  
505-821-1034

505-821-1537

Phone Number  
6/21/2021

Fax Number

DATE

**N.M. RESIDENT PREFERENCE NUMBER (if applicable):** N/A

**TWO COMPLETE COPIES OF THE BID SUBMITTAL IS REQUIRED**



**A.6 Bid Submittal**NAME Sparling Construction Company Inc.ADDRESS P.O. Box 90548 Albuquerque, NM 87199

To the City of Santa Fe, State of New Mexico, Owner:

The undersigned proposes to furnish and deliver all the material and to do all the work and labor required in the construction of the Runway 02 RSA Grading, City of Santa Fe in Santa Fe County, State of New Mexico, according to the plans and specifications therefor and at the prices named and shown on the Bid Form.

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

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

We hereby agree to commence the work within ten (10) days, or such further time as may be allowed in writing by the City of Santa Fe after notification to proceed, and to complete all the work in one hundred twenty (120) calendar days.

Substantial completion of the work shall mean completion and ready for acceptance of all work related to clearing, earthwork, traffic signal improvements, paving, concrete curb and gutter, sidewalk, wheelchair ramps, drivepads, traffic control, permanent signing and striping, subgrade prep, and base course.

The undersigned proposes to furnish Labor and Material Payment Bond and Performance Bond in the amount of 100% 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 City of Santa Fe from any damage or loss of which the City of Santa Fe may become liable by the default of said Contractor, or by reason of any neglect or carelessness on the part of said Contractor, his/her agents or employees, or by or on

account of any act or omission of said Contractor, his/her servants, agents or employees, in performance of this contract.

- 1. The undersigned proposes to guarantee all work performed under these Plans, Specifications, and Contract for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.
- 2. The undersigned tenders herewith, as a bid guaranty, for which receipt has been given, a certified check or bid bond in the amount of \_\_\_\_\_ 5% of the bid amount \_\_\_\_\_ Dollars \$ \_\_\_\_\_ drawn to the order of the City of Santa Fe.



A handwritten signature in black ink, appearing to be "R. Sparling", written over a horizontal line.

Signature-Title

Sparling Construction Company, Inc.

Corporate Name

P.O. Box 90548 Albuquerque, NM 87199

Address

(Names of individual members of firms or names and titles of all officers of Corporation.)

Robert Sparling- President

Patrick Wylie- Senior Vice President

Marcus Sparling- Vice President

Corporation organized under the laws of the State of

New Mexico

#26899 GA98, GF98, GS05, GS08

New Mexico Contractor's License No. and type.

0190022011617

New Mexico Dept. of Labor Registration No.

**Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$50,000 must be listed on Subcontractor Listing.**

**A.7 Bid Form**CITY OF SANTA FE  
CONTRACTING AGENCY AND OWNERFROM: Sparling Construction Company, Inc.

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hereinafter called "Bidder".

TO: City of Santa Fe  
200 Lincoln Avenue  
P.O. Box 909  
Santa Fe, New Mexico 87504

hereinafter called "CONTRACTING AGENCY",

Bid For: Santa Fe Regional Airport Runway 02 RSA GradingRFB No. 21/38/B

1. The bidders have familiarized themselves with the existing conditions on the project area affecting the cost of the work and with the contract documents which includes:

- Advertisement for Bids
- Instructions For Bidders
- Bid Submittal and other required bid forms as listed herein
- Agreement
- Form of Performance Bond
- Form of Labor and Material Payment Bond
- Technical Specifications
- Everything else included in the Project Manual and the Drawings.

Therefore, 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.

Bidder agrees to perform all of the improvements described in the specifications and shown on the plans for the following unit prices:

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern).

**BASE BID RUNWAY 02 RSA GRADING**

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	\$ 24,000.00	\$ 24,000.00
<b>UNIT PRICE IN WRITING:</b>			Twenty Four Thousand			
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete.	LS	1	\$ 19,490.00	\$ 19,490.00
<b>UNIT PRICE IN WRITING:</b>			Nineteen Thousand four hundred ninety			
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	\$ 7,365.00	\$ 7,365.00
<b>UNIT PRICE IN WRITING:</b>			Seven Thousand three hundred sixty five			
4	P-151	Clearing and Grubbing.	AC	25	\$ 1,065.00	\$ 26,625.00
<b>UNIT PRICE IN WRITING:</b>			One Thousand Sixty Five			
5	P-152	Unclassified Excavation.	CY	35,000	\$ 6.40	\$ 224,000.00
<b>UNIT PRICE IN WRITING:</b>			Six Dollars and forty cents			
6	P-152	Borrow.	CY	1,000	\$ 6.20	\$ 6,200.00
<b>UNIT PRICE IN WRITING:</b>			Six Dollar and twenty cents			
7	T-901	Seeding with Hydromulch.	AC	25	\$ 2,362.00	\$ 59,050.00
<b>UNIT PRICE IN WRITING:</b>			Two Thousand three hundred sixty two			
8		36" Culvert Pipe, Complete in Place (CIP).	LF	75	\$ 128.00	\$ 9,600.00
<b>UNIT PRICE IN WRITING:</b>			One hundred twenty eight			
9		36" Culvert End Section, CIP.	EA	2	\$ 1,930.00	\$ 3,860.00
<b>UNIT PRICE IN WRITING:</b>			One thousand nine hundred thirty			
10		Power Supply Cable, Cut, Splice and Relocate Pullbox, CIP.	LS	1	\$ 52,500.00	\$ 52,500.00
<b>UNIT PRICE IN WRITING:</b>			Fifty two thousand five hundred			

ITEM	SPEC	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
11	GP's	Construction Staking, Complete.	LS	1	\$ 24,100.00	\$24,100.00
<b>UNIT PRICE IN WRITING:</b>			Twenty Four Thousand one hundred			
12	C-100	Contractor Quality Control Testing, Complete.	LS	1	\$ 14,725.00	\$ 14,725.00
<b>UNIT PRICE IN WRITING:</b>			Fourteen Thousand seven hundred twenty five			

Subtotal: \$ 471,515.00

Subtotal: \$ 39,784.07

New Mexico Gross Receipts Tax (NMGR) @ 8.4375%: \$ 511,299.07

Total Base Bid: \$ 511,299.07

PNM Allowance: \$ 25,000.00

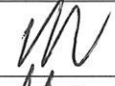


**Total Base Bid, including NMGR and Allowances** \$ 536,299.07

Bidder shall include one (1) original and one (1) copy of Bid.

Bidder has bid on all items.

2. In submitting this bid, the Bidder understands that the right is reserved by the City of Santa Fe 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 public and that the City of Santa Fe 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 the agreement in the prescribed form and furnish the required forms and bond(s) within ten (10) days after the agreement is presented to him/her for signature.

3. All Addenda pertaining to this project, shall be acknowledged by the Bidder in the spaces provided below:

Addendum No.	Addendum Date	Acknowledgement by Bidder or Authorized Representative	Date Acknowledged
1	6-1-2021		6-22-2021
2	6-4-2021		6-22-2021
3	6-17-2021		6-22-2021

Failure to acknowledge receipt, as provided above, may be considered sufficient grounds for disqualification of the Bidder and rejection of his/her bid submittal. Any and all such addenda, if issued, will be published via electronic/digital format on the website of the City of Santa Fe, not later than three (3) days prior to the date fixed for the opening of bids at the following web address: [http://www.santafenm.gov/bids\\_rfps](http://www.santafenm.gov/bids_rfps). It shall be the Bidder's responsibility to become fully advised of all Addenda prior to submitting his/her bid.

4. 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" from the City of Santa Fe or its authorized agents, and fully complete the project within one hundred twenty (120) calendar days. Bidder further agrees to pay liquidated damages as provided in the Contract Documents.

5. Security in the sum of five (5) percent of the amount bid in form of (check one):  
 Bid Bond  Certified Check  
 is attached hereto in accordance with the "Instructions for Bidders".

6. This Bid Submittal contains the following:

- Name of Bidder and NM Contractor License Number & Types.
- Bid Form and Bid Submittal.
- Bid Bond.
- EEO Certifications for prime and subs.
- Non-Segregated Facilities Certification.
- Non-Collusion Affidavit for prime and subs.
- Non-Disclosure and Conflict of Interest Statement
- List of Subcontractors.
- DBE Forms and Letters of Intent.
- Buy American Preference.
- Campaign Contribution Disclosure Form.



8. The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has  has not  participated in a previous contract subject to the equal opportunity clause prescribed by Executive Order 10925, or Executive Order 11114, or Executive Order 11246.

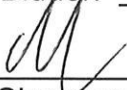
The Bidder has  has not  submitted all compliance reports in connection with any such contract due under the applicable filing requirement; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

9. As provided in the Special Provisions, Bidder further agrees to pay as liquidated damages the amount of \$1,000.00 for each consecutive calendar day beyond the agreed time that Substantial Completion is not achieved and \$1,000.00 for each consecutive calendar day beyond the agreed time that all punch list items are not completed or corrected.

10. Bidder shall submit original Bid, bound within the project manual provided to Bidders. However, a photocopy of the Bid Submittal, from Bid Proposal to the Bid Bond (i.e. the pink pages), shall be submitted in the same envelope, with pages stapled.

Respectfully submitted:

Name of Bidder: Sparling Construction Company, Inc.

By:   
(Signature)

Title: Vice President

Date: 6/21/2021

Official Address: P.O. Box 90548 Albuquerque, NM 87199  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: 505-821-1034

New Mexico Contractor's License Number and Types: #26899 GA98, GF98, GS05, GS08

United States Treasury Number: 85-0354090

New Mexico State Residence Preference Certificate Number, if any: N/A

City of Santa Fe Business Registration No.: 222543

NM Taxation and Revenue Number (if applicable): 03-082337-001

Labor and Industrial Division Enforcement Fund  
Contractor Registration No.: 0190022011617

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$50,000 must be listed on Subcontractor Listing.]

**A.11 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 perspective 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 calendar days after bid opening. No contract shall be awarded unless such report is submitted.

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**CERTIFICATION OF BIDDER**

Bidder's Name: Sparling Construction Company, Inc.

Address: P.O. Box 90548 Albuquerque, NM 87199

- 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

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

Marcus Sparling- Vice President

NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

6/21/2021  
DATE

**A.12 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 perspective 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 calendar days after bid opening. No contract shall be awarded unless such report is submitted.

---

**CERTIFICATION OF SUBCONTRACTOR**

Subcontractors Name: Horizon Environmental Services, Inc.

Address: 91 S. Skylane Drive Durango, CO 81303

- 
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.

Levi Mead, Vice President

NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

6/22/21  
DATE

**A.12 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 calendar days after bid opening. No contract shall be awarded unless such report is submitted.

**CERTIFICATION OF SUBCONTRACTOR**

Subcontractors Name: Bixby Electric Inc.

Address: 521 Wheeler Ave SE  
Albuquerque, NM 87102

- 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.

Kelly Owen Pre Construction Manager  
NAME AND TITLE OF SIGNER (PLEASE TYPE)

  
SIGNATURE

6/23/2021  
DATE

**CITY OF SANTA FE (CSF)  
NON-DISCLOSURE AND CONFLICT OF INTEREST STATEMENT**

REQUEST FOR PROPOSAL # ' \_\_\_\_\_ '

EVALUATOR NAME: \_\_\_\_\_

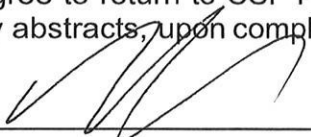
CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts and Purchase Orders.

I, Marcus Sparling, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

I am acting at the request of CSF as a participant in the evaluation of *offers/proposals* received in response to the *Request for Offers! Request for Proposals*, entitled and/ or numbered. I am acting of my own accord and not acting under duress. I am not currently employed by, nor am I receiving any compensation from, nor have I been the recipient of any present or future economic opportunity, employment, gift, loan, gratuity, special discount, trip, favor, or service in connection with any *offer/proposal* or involved *Offeror/Proposer* in return for favorable consideration. I have no preconceived position on the relative merits of any of the *offers/proposals* nor have I established a personal preference or position on the worth or standing of any *Offeror/Proposer* participating in this action. CSF policy is to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of CSF contracts, including, but not limited to contracts for professional services, agreements with consultants and Purchase Orders.

I hereby certify that to the best of my knowledge and belief, no conflict of interest exists that may diminish my capacity to perform an impartial, technically sound, objective review of this proposal(s) or otherwise result in a biased opinion or unfair competitive advantage. I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any *offer/proposal* to anyone other than the team leader or other evaluation team members. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, reproduction of any part or any portion of any *offer/proposal*, or removal of same from designated areas without prior authorization from the evaluation team leader. I agree to perform any and all evaluations of said *offers/proposals* in an unbiased manner, to the best of my ability, and with the best interest of CSF paramount in all decisions.

I agree to return to CSF Purchasing Department all copies of proposals, as well as any abstracts, upon completion of the evaluation.

  
\_\_\_\_\_  
Date: 6/22/2021

SIGNATURE AND DATE:



**A.14 Non-Collusion Affidavit of Prime Bidder**

STATE OF NEW MEXICO

COUNTY OF Bernalillo

Marcus Sparling being first duly sworn, deposes and says that:

(1) He/she is the Vice President of Sparling Construction Company, Inc. the Bidder that has submitted the attached Bid Submittal;

(2) He/she is fully informed respecting the preparation and contents of the attached Bid Submittal 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 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 affiant.

(SIGNED) *Marcus Sparling*  
TITLE Vice President

SUBSCRIBED AND SWORN to before me this 22 day of June, <sup>2021</sup> 2020.

*Michele A. Zebrowski*  
NOTARY PUBLIC

My Commission Expires:  
11.13.2021



**SUBCONTRACTS**

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

**A.15 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR**

State of Colorado  
County of La Plata

Levi Mead being first duly sworn, deposes and says that:

(1) He/she is the Vice President of Horizon Environmental Services, Inc. hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the Santa Fe Airport Runway 2 Safety Area project in Santa Fe, New Mexico;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

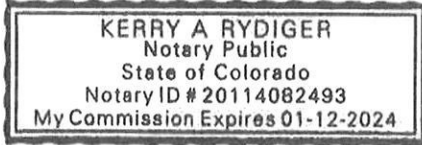
(4) Neither the Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham 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 Subcontractor's 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.

(SIGNED) [Signature]

TITLE Vice President

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of June, 2021



[Signature]  
NOTARY PUBLIC

My Commission Expires:

01/12/2024

- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The 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 relation between any subcontractor and the City of Santa Fe.

SUBCONTRACTS

A. The Contractor shall not execute an agreement with any subcontractor or permit any subcontractor to perform any work included in this contract until he/she has submitted a Non-Collusion Affidavit from the subcontractor, is substantially the form shown below, and has received written approval of such subcontractor from the City of Santa Fe.

A.15 NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF Bernalillo

Kelly Owen being first duly sworn, deposes and says that:

(1) He/she is the Pre Construction Manager of Bixby Electric, Inc.

hereinafter referred to as the "Subcontractor";

(2) He/she is fully informed respecting the preparation and contents of the Subcontractor's bid submitted by the Subcontractor to \_\_\_\_\_, the Contractor, for certain work in connection with the \_\_\_\_\_ contract pertaining to the Santa Fe Airport project in Santa Fe New Mexico;

(3) Such Subcontractors bid submittal is genuine and is not a collusive or sham bid submittal;

(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 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 Subcontractor's 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.

(SIGNED) [Signature]

TITLE Pre Construction Manager

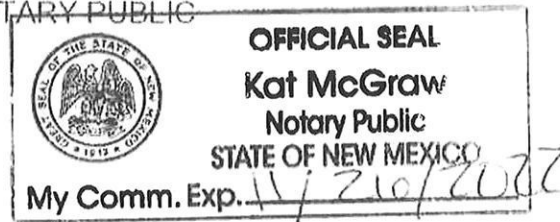
SUBSCRIBED AND SWORN to before me this 23rd day of June, 2020.

[Signature]

NOTARY PUBLIC

My Commission Expires

11/26/2027



- B. No proposed subcontractor shall be disapproved by the City of Santa Fe except for cause.
- C. The Contractor shall be as fully responsible to the City of Santa Fe for the acts and omissions of his/her subcontractors and of persons either directly or indirectly employed by them, as he/she is for the acts and omissions of persons directly employed by him/her.
- D. The 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 relation between any subcontractor and the City of Santa Fe.

## A.9 Campaign Contribution Disclosure Form

### CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body **for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources** must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

**"Applicable public official"** means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

**"Campaign Contribution"** means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. "Campaign Contribution" includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political



committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

**“Family member”** means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

**“Pendency of the procurement process”** means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

**“Person”** means any corporation, partnership, individual, joint venture, association or any other private legal entity.

**“Prospective contractor”** means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

**“Representative of a prospective contractor”** means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s): \_\_\_\_\_

Nature of Contribution(s): \_\_\_\_\_

Purpose of Contribution(s): \_\_\_\_\_

(Attach extra pages if necessary)

Signature \_\_\_\_\_ Date \_\_\_\_\_

Title (position) \_\_\_\_\_

--OR--

**NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE** to an applicable public official by me, a family member or representative.

 \_\_\_\_\_  
Signature Date 6/21/2021

Vice President  
Title (position) \_\_\_\_\_

**A.13 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 federally-assisted construction contractor certifies that she or he does not maintain or provide, for his employees, any segregated facilities at any of his establishments and that she or he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that she or he will not maintain or provide, for his employees, segregated facilities at any of his establishments and that she or he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The federally-assisted 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 rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, timeclocks, 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 directives or are, in fact, segregated on the basis of race, color, religion, or national origin because of habit, local custom, or any other reason. The federally-assisted construction contractor agrees that (except where she or he has obtained identical certifications from proposed subcontractors for specific time periods) she or he 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 she or he will retain such certifications in his files.

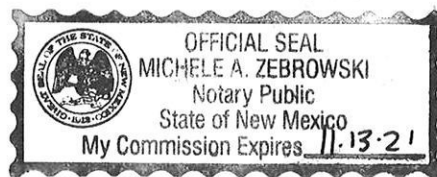
SIGNED: *[Signature]*

TITLE: Vice President

SUBSCRIBED AND SWORN to before me this 22<sup>nd</sup> day of June, <sup>2021</sup>~~2020~~.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:  
11.13.2021



## A.10 Certification of Bidder Regarding Buy American Requirements

### CERTIFICATION OF BIDDER REGARDING BUY AMERICAN REQUIREMENTS

The contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP-funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must submit the appropriate Buy America certification (below) with all bids or offers on AIP funded projects. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive.

#### **Type of Certification is based on Type of Project:**

There are two types of Buy American certifications.

- For projects for a facility, the Certificate of Compliance Based on Total Facility (Terminal or Building Project) must be submitted.
- For all other projects, the Certificate of Compliance Based on Equipment and Materials Used on the Project (Non-building construction projects such as runway or roadway construction; or equipment acquisition projects) must be submitted.

\*\*\*\*\*

#### **Certificate of Buy American Compliance for Total Facility**

(Buildings such as Terminal, SRE, ARFF, etc.)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
  2. To faithfully comply with providing US domestic products
  3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.
- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To the submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may results in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  4. To furnish US domestic product for any waiver request that the FAA rejects.
  5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of components and subcomponents produced in the United States is more that 60% of the cost of all components and subcomponents of the "facility". The required documentation for a type 3 waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "facility" component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

6/21/2021  
Date

  
Signature

Sparling Construction Company, Inc.  
Company Name

Vice President  
Title

\* \* \* \* \*

**Certificate of Buy American Compliance for Manufactured Products**

(Non-building construction projects, equipment acquisition projects)

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with their proposal. The bidder or offeror must indicate how they intend to comply with 49 USC § 50101 by selecting one on the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (not both) by inserting a checkmark (✓) or the letter "X".

- Bidder or offeror hereby certifies that it will comply with 49 USC § 50101 by:
  - a) Only installing steel and manufactured products produced in the United States, or;
  - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing, or;
  - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.108.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic product
3. To furnish US domestic product for any waiver request that the FAA rejects
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.



- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:
1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
  2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
  3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
  4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

### **Required Documentation**

**Type 3 Waiver** - The cost of the item components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "item". The required documentation for a type 3 waiver is:

- a) Listing of all product components and subcomponents that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.108; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly at place of manufacture.
- c) Percentage of non-domestic component and subcomponent cost as compared to total "item" component and subcomponent costs, excluding labor costs associated with final assembly at place of manufacture.

**Type 4 Waiver** – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a type 4 of waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

**False Statements:** Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

6/21/2021

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

Sparling Construction Company, Inc.

\_\_\_\_\_  
Company Name

Vice President

\_\_\_\_\_  
Title

**A.17 Subcontractor Listing**

**Note:** A Contractor that submits a bid valued at more than fifty thousand (\$50,000) for a city project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978 shall be registered with the labor and industrial division of the labor department.

Trade: Stormwater/Erosion Control, Seeding	Name of Subcontractor: Horizon Environmental Services, Inc
Address: 91 S. Skylane Drive Durango CO 81303	
Telephone No.: (970)259-4346	License No.: NM Dept. of Labor Registration No.: #002274320110706.
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Electrical Work	Name of Subcontractor: Bixby Electric
Address: 521 Wheeler Ave SE Albuquerque, NM 87102	
Telephone No.: 505-842-5384	License No.: 028568 NM Dept. of Labor Registration No.: #0190612011621
Signature of Subcontractor (to be obtained after award of contract):	

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

Form A-585  
DB A-1  
Rev. 4/88

New Mexico  
State Highway and Transportation Department

CONTRACT GOAL FOR DISADVANTAGED BUSINESS  
IN HIGHWAY CONSTRUCTION

For the purpose of this contract, a goal of 7.41 percent has been established for Disadvantaged Business (DB'S) Participation.

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount
Seeding	Horizon Environmental Services, Inc.	\$40,430.25

- Project No. AIP-3-35-0037-054-2021
- Contractor's DB Liaison Officer Trisha Mead
- Total Amount Bid \$ \$471,515.00
- Contractors DB Participation Dollar Estimate and Participation: 40,430.25 or 8.57 % of line 3.

\*Must equal or exceed established goal indicated above or bid may be rendered non-responsive.

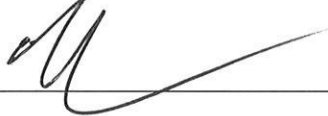
I will abide by the Disadvantaged Business (DB) goal set forth for this project and hereby submit the names of the DB firms that will participate in the project. Substitution(s) will not be allowed without prior submission of written justification to the Project Manager for approval. I understand that failure to meet the goal may result in Liquidated Damages for the difference between the DB goal and the actual DB participation achieved.

Sparling Construction Company, Inc.

This statement is my assurance that \_\_\_\_\_ agrees to comply with the requirements of

(name of firm)

49 CFR Part 23, and the City of Santa Fe, New Mexico Disadvantaged Business Assistance Program, and all the requirements contained therein.

  
\_\_\_\_\_

Date 6/21/2021

Signature of Company Official



## FAA Policy on Contract Clauses under 49 CFR Part 26

### A. Required Contract Clauses.

#### 1. Contract Assurance.

The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

#### 2. Prompt Payment.

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

### B. Other Contract Provisions.

#### 1. Bidders List.

If the recipient's DBE program provides for collecting information for a bidders list by using a contract clause, the recipient should devise an appropriate clause and include it in each DOT-assisted contract. DOT's "Sample DBE Program" interpreting 49 CFR Section 26.11 lists various methods by which a recipient can collect information for a bidders list. Use of a contract clause is one such method. Recipients that choose to use another method would not include such a clause in their DOT-assisted contracts.

#### 2. Good faith efforts.

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit bids/proposals. Award of this contract will be conditioned upon satisfying the requirements of this bid specification. These requirements apply to all bidders/offerors, including those who qualify as a DBE. A DBE contract goal of 7.41 percent has been established for this contract. The bidder/offeror shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26 (Attachment 1), to meet the contract goal for DBE participation in the performance of this contract.

The bidder/offeror will be required to submit the following information: (1) the names and addresses of DBE firms that will participate in the contract; (2) a description of the work that each DBE firm will perform; (3) the dollar amount of the participation of each DBE firm participating; (4) written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet the contract goal; (5) written confirmation from the DBE that it is participating in the contract as provided in the commitment made under (4); and (6) if the contract goal is not met, evidence of good faith efforts.

Items 1 through 3 above shall be submitted with the bid. Items 4 through 6 may be required prior to a notice of award.

DBE participation in this contract may be in form of a prime contract, subcontract, joint venture, or another arrangement that qualifies under 49 CFR Sections 26.55, "How is DBE participation counted toward goals?" or 26.53(g), both of which are included as Attachment 2.



**Attachment 1**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION**


The undersigned bidder/offeror has satisfied the requirements of the bid specification in the following manner (please check the appropriate space):

The bidder/offeror is committed to a minimum of 8.19% DBE utilization on this contract.

The bidder/offeror (if unable to meet the DBE goal of \_\_\_%) is committed to a minimum of \_\_\_% DBE utilization on this contract and submits documentation demonstrating good faith efforts.

Name of bidder/offeror's firm: Sparling Construction Company Inc.

State Registration No.: 0190022011617

By:  Vice President  
(Signature) Title

**Attachment 2**

**Letter of Intent**

Name of bidder/offeror's firm: Sparling Construction Company Inc.

Address: P.O. Box 90548

City: Albuquerque State: NM Zip: 87199

Name of DBE firm: Horizon Environmental Services, Inc.

Address: 91 S. Skylane Drive

City: Durango State: CO Zip: 81303

Telephone: (970)259-4346

Description of work to be performed by DBE firm:

SEEDING

The bidder/offeror is committed to utilizing the above-named DBE firm for the work described above. The estimated dollar value of this work is \$ 40,430.25.

**Affirmation**

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By Levi Mead Levi Mead, Vice President  
(Signature) (Title)

**If the bidder/offeror does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.**

*(Submit this page for each DBE subcontractor.)*

**FAA Policy on Contract Clauses-1**