

BID FORMS
(00 4100)

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

Invitation No: BID '21/04/B
Project: CIP PROJECT #667, NEW SOUTHSIDE TRANSIT CENTER
Date of Issuance of Invitation to Bid: July 31, 2020
This Bid is submitted electronically to: PURCHASING DIVISION
CITY OF SANTA FE
purchasing@santafenm.gov

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

No. <u> 1 </u>	Date <u> 8/20 </u>	No. <u> 2 </u>	Date <u> 8/24 </u>
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
No. _____	Date _____	No. _____	Date _____
 - B. The Bidder has become familiar with the nature and extent of the Bidding Documents, work, site, locality, and all local condition, laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of the work.
 - C. The Bidder has carefully studied all reports and drawings of subsurface conditions which are identified in the Information Available to Bidders and accepts the determination set forth in the Information Available to Bidders of the extent of the technical data contained in such reports and drawings upon which the Bidder is entitled to rely.
 - D. The Bidder has correlated the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Bidding Documents.
 - E. The Bidder has given the Owner's Representative written notice of all conflicts, errors, or discrepancies that have been discovered in the Bidding Documents, and the written resolution thereof by the Owner's Representative is acceptable to the Bidder.
 - F. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporations, the Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; the Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and the Bidder has not sought by collusion to obtain any advantage over any other Bidder or over the Owner. It is understood that the Owner reserves the right to reject any or all Bids and to waive any technical irregularities in the bidding.
 - G. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest total option, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents and is in the best interest of the City.

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

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

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

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

Two-million, nine-hundred eighty-thousand, nine-hundred thirty and 00/100 (\$ 2,980,930.00)
(use words)

Allowance: Construction Contingency Reserve:

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

Base Bid Plus Allowance, exclusive of Gross Receipts Tax:

Three-million, two-hundred fifty-thousand, nine-hundred thirty and 00/100 (\$ 3,250,930.00)
(use words)

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

Two-hundred seventy-four thousand, two-hundred ninety-seven and 22/100 (\$ 274,297.22)
(use words)

Total Base Bid Plus Allowance Plus Tax

Three-million, five-hundred twenty-five thousand, two-hundred twenty-seven and 22/100 (\$ 3,525,227.22)
(use words)

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

Four-hundred twenty-three thousand, three-hundred thirty-two and 00/100 (\$ 423,332.00)
(use words)

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

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

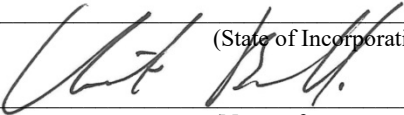
Telephone: _____

(SEAL)

C. A CORPORATION

By: B&D Industries, Inc.
(Corporation Name)

New Mexico
(State of Incorporation)

By: Clinton Beall 
(Name of person authorized to sign)

Senior Vice President
(Title)

If a New Mexico Corporation: 496547
Certificate of Incorporation No.

If a Foreign Corporation: N/A
Certificate of Authority No.

Attest: Nicole Parsons, Corporate Secretary 
(Secretary)

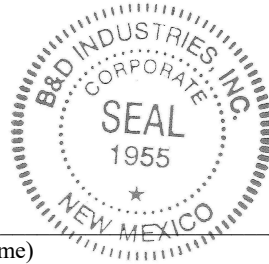
Business address: 9720 Bell Avenue SE, Albuquerque, NM 87123

Telephone: 505-299-4464

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.: 1426 Classification: EE98, EL01, GB98, GF09, MM98

NM Taxation and Revenue CRS No.: 01-716872-004

City of Santa Fe Business Registration No.: 224955

NM Resident Preference Number (if applicable): L1752421168

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

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

B&D Industries, Inc.
9720 Bell SE
Albuquerque, NM 87123

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin St.
Chicago, IL 60606

OWNER:

(Name, legal status and address)

City of Santa Fe Purchasing Department
P.O. Box 909
Santa Fe, NM 87504

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

PROJECT:

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

CIP Project #667 New Southside Transit Center; Bid# '21/04/B; Santa Fe, NM.

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

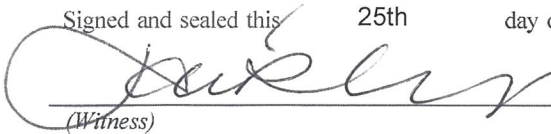
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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.

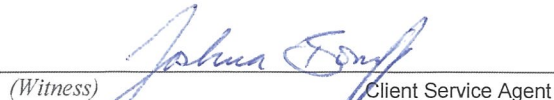
Signed and sealed this 25th day of August, 2020


(Witness)

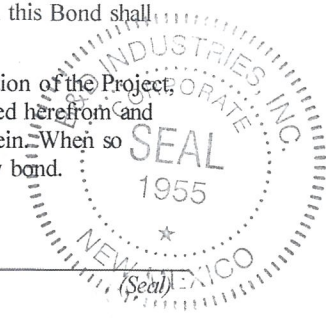
B&D Industries, Inc.
(Contractor as Principal)


(Title) Sr. Vice President

Western Surety Company
(Surety)


(Witness) Client Service Agent


(Title) David C. Mitchie (Attorney-in-Fact)



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

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Init.

AGENT'S AFFIDAVIT (00 4313.1)

(To be filled in by Agent)

STATE OF New Mexico)
COUNTY OF Bernalillo) ss.

David C. Mitchie (Attorney-in-fact) being first duly sworn deposes and says:

that He/She is the duly appointed agent for Western Surety Company and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe, New Mexico in connection with the construction of CIP Project #667 New Southside Transit Center; Bid# '21/04/B; Santa Fe, NM.

dated 27th day of August, 2020, executed by B&D Industries, Inc.

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

By: Joshua Boruff (signature) Joshua Boruff

Subscribed and sworn to before me, a notary public in and for the County of Bernalillo, this 25th day of August, 2020.

My Commission expires: October 11, 2023

Agent's Address: 7770 Jefferson St. NE Suite 101 Albuquerque, New Mexico, 87109

Telephone: 505-828-4000



OFFICIAL SEAL Joshua Boruff NOTARY PUBLIC - STATE OF NEW MEXICO

My Commission Expires: October 11, 2023

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

David C. Mitchie , **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 -

Surety Bond No.:
Principal: B&D Industries, Inc.
Obligee: City of Santa Fe Purchasing Department

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 27th day of February, 2018.



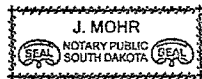
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 27th day of February, 2018, 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 25th day of August, 2020.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

SUBCONTRACTOR LISTING FORM (00 4518)

Note: A subcontractor that submits a bid valued at more than sixty thousand dollars (\$60,000) for a City project that is subject to the Public Works Minimum Wage Act 13-4-10 NMSA 1978) shall be registered with the New Mexico Department of Workforce Solutions.

Trade: Landscape & Irrigation	Name of Subcontractor: Westwind Landscape Construction, Inc.	
Address: 2739 Vassar PI NE, Albuquerque, NM 87107		
Telephone No.: 505-881-8925	License No.: 32209	NM Dept. of Workforce Solutions Registration No.: 002287320110728
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Earthwork-Asphalt	Name of Subcontractor: Custom Grading, INC.	
Address: 7916 Ranchitos Loop NW, Albuquerque, NM 87107		
Telephone No.: 505-897-4225	License No.: 27988	NM Dept. of Workforce Solutions Registration No.: 002325120110921
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Concrete	Name of Subcontractor: Constructors & Associates, Inc.	
Address: PO Box 6074, Santa Fe, NM 87502		
Telephone No.: 505-438-8200	License No.: 52553	NM Dept. of Workforce Solutions Registration No.: 002440920121212
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Rebar	Name of Subcontractor: Harris Rebar New Mexico, Inc	
Address: 7110 2nd Street NW, Ste. 107, Albuquerque, NM 87107		
Telephone No.: 505-344-6844	License No.: 357500	NM Dept. of Workforce Solutions Registration No.: 002435720120427
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Architectural	Name of Subcontractor: Astro Construction LLC	
Address: 3 Crest Court, Sandia Park, NM 87047		
Telephone No.: 505-281-0351	License No.: 390806	NM Dept. of Workforce Solutions Registration No.: 28147824672017
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Fencing	Name of Subcontractor: Scott's Fencing Company, INC	
Address: 5610 San Francisco Rd NE, Albuquerque, NM 87109		
Telephone No.: 505-821-1114	License No.: 50526	NM Dept. of Workforce Solutions Registration No.: 002337520111014
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Pavement Marking & Signage	Name of Subcontractor: Accu-Stripe Inc	
Address: 332 Muriel Street NE, Albuquerque, NM 87123		
Telephone No.: 505-296-7529	License No.: 25282	NM Dept. of Workforce Solutions Registration No.: 002536620120928
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):		

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)

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

Clinton Beall, being first duly sworn, deposes and says that:

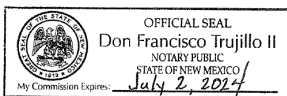
- 1) He/She is the Senior Vice President of B&D Industries, Inc., the Bidder that has submitted and attached Bid;
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive 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: Clinton Beall

Title: Senior Vice President

Subscribed and sworn to before me this September day of 1, 2020.

Don Francisco Trujillo II
Notary Public



My Commission expires: 7/2/2024

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.

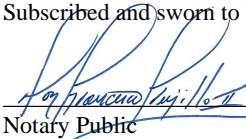
The construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract. As used in this certification, the term "segregated facilities" means: any waiting room, work areas, rest rooms and wash rooms, restaurants and other eating areas; time 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.

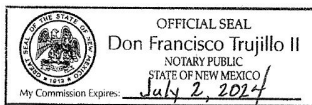
B&D Industries, Inc.

By:  Clinton Beall
Title: Senior Vice President

Subscribed and sworn to before me this September day of 1, 2020



Notary Public



My Commission expires: 07/02/2024

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 prospective Contractor, or any proposed Subcontractors, shall state as an initial part of the Bid or negotiations of the Contract whether the Contractor has participated in any previous Contract or subcontract subject to the equal opportunity clause; and, if so, whether the Contractor has filed all compliance reports due under applicable instructions.

Where the certification indicates that the Bidder has not filed a compliance report due under applicable instructions, such Bidder shall be required to submit a compliance report within seven calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: B&D Industries, Inc.

Address: 9720 Bell Ave SE

Albuquerque, NM 87123

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

Yes No

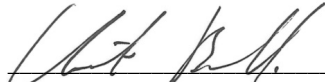
2. Compliance reports were required to be filed in connection with such Contract or subcontract.

Yes No

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

Clinton Beall, Senior Vice President

Name and Title of Signer (please type)


Signature

9/01/2020
Date

Certificate of Contractor Registration



This is to certify that

B&D Industries, Inc.

9720 BELL AVE SE

ALBUQUERQUE, NM, 87123-3208

has registered with the Department of Workforce Solutions

Registration Date: 5/27/2020

Registration Number: 0191702011629

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



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

BUSINESS REGISTRATION

Business Name: B & D INDUSTRIES, INC.
DBA: B & D INDUSTRIES, INC.

Business Location: SF COUNTY
SANTA FE, NM 87501

Owner: CLINTON BEALL

License Number: 224955

Issued Date: February 06, 2020

Expiration Date: December 31, 2020

CRS Number: 01716872004

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

B & D INDUSTRIES, INC.
9720 BELL SE
ALBUQUERQUE , NM 87123

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

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

TO BE POSTED IN A CONSPICUOUS PLACE

STATE OF NEW MEXICO
CONSTRUCTION INDUSTRIES DIVISION

B & D INDUSTRIES INC

LICENSE NUMBER

1426

Qualifying Party(S)

BEALL TROY L.

TAPIA JAMES

BEALL CLINTON

ESPINDOLA JAY

EXPIRES

09/30/2021

CLASSIFICATION(S)

EE98, EL01, GB98, GF09

MM98



Martin Bonner

DIRECTOR

This card is the property of the CID and shall be surrendered upon demand



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2020

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.

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.

PRODUCER License # 0757776
HUB International Insurance Services (NMX)
7770 Jefferson Street NE
Suite 101
Albuquerque, NM 87109
CONTACT NAME: Carrie Butler
PHONE (A/C, No, Ext): (505) 262-9412 9412
FAX (A/C, No): (866) 487-3972
E-MAIL ADDRESS: Carrie.Butler@hubinternational.com
INSURER(S) AFFORDING COVERAGE
INSURER A: Valley Forge Insurance Company 20508
INSURER B: National Fire Insurance Company of Hartford 20478
INSURER C: The Continental Insurance Company 35289
INSURER D: Transportation Insurance Company 20494
INSURER E: Builders Trust of New Mexico
INSURER F:

COVERAGES CERTIFICATE NUMBER: 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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Worker's Compensatio.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Southside Transit Center (Project: 667 / B&D: 05-20-012).

CERTIFICATE HOLDER CANCELLATION

City of Santa Fe
P.O. Box 909
Santa Fe, NM 87504-0909
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
[Signature]

**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

B&D Industries, Inc.

Company Name



Signature

Clinton Beall, Senior Vice President

9/01/2020

Date