

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

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

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

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

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

one million nine hundred sixty-eight ^{thousand} six hundred - fifty two (\$ 1,968,652)
(use words)

Allowance: Construction Contingency Reserve:

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

Base Bid Plus Allowance, exclusive of Gross Receipts Tax:

two million two hundred thirty-eight thousand
③ six hundred fifty-two (\$ 2,238,652)
(use words)

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

one hundred eighty-eight thousand eight hundred (\$ 188,886)
(use words) eighty-six

Total Base Bid Plus Allowance Plus Tax

~~2,427,538~~ ^p two million four hundred twenty-seven
thousand five hundred thirty-eight (\$ 2,427,538)
(use words)

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

three hundred nineteen thousand four hundred fifty (\$ 319,450)
(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: EPPX Construction LLC
(Corporation Name)


Texas
(State of Incorporation)

By: Larry G. Perry Jr 
(Name of person authorized to sign)

Vice President
(Title)

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

If a Foreign Corporation: 802040838
Certificate of Authority No.

Attest: 
(Secretary)

Business address: NM Branch - 10899 Montgomery Blvd NE, Alb., NM 87111

Telephone: 505-980-3666

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.: 399074 Classification: GB-98

NM Taxation and Revenue CRS No.: 03-500310-00-3

City of Santa Fe Business Registration No.: 228248

NM Resident Preference Number (if applicable): NA

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

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: <i>Demo / Earthwork</i>	Name of Subcontractor: <i>C3C Services</i>	
Address: <i>2145 Don Andres Rd SW, Alb., NM 87105</i>		
Telephone No.: <i>505-450-5641</i>	License No.: <i>359858</i>	NM Dept. of Workforce Solutions Registration No.: <i>01265020100121</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>Sealants</i>	Name of Subcontractor: <i>ANI</i>	
Address: <i>3800 Arno Street NE, Alb., NM 87107</i>		
Telephone No.: <i>505-344-8577</i>	License No.: <i>94745</i>	NM Dept. of Workforce Solutions Registration No.: <i>0001020060701</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>Flooring</i>	Name of Subcontractor: <i>Ray's Flooring</i>	
Address: <i>Alb., NM</i>		
Telephone No.: <i>505-883-1967</i>	License No.: <i>23723</i>	NM Dept. of Workforce Solutions Registration No.: <i>002519620120824</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: <i>Concrete</i>	Name of Subcontractor: <i>Cornerstone</i>	
Address: <i>Alb., NM</i>		
Telephone No.:	License No.: <i>358353</i>	NM Dept. of Workforce Solutions Registration No.: <i>002419020120330</i>
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Electrical	Name of Subcontractor: Northridge Electric	
Address: Alb., NM		
Telephone No.: 505-898-9767	License No.: 383527	NM Dept. of Workforce Solutions Registration No.: 1740220141229
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Mech/Plumbing	Name of Subcontractor: Futures Mechanical	
Address: 2505 Twin Buttes Dr. NE, Rio Rancho, NM		
Telephone No.: 505-934-1510	License No.: 387340	NM Dept. of Workforce Solutions Registration No.: 24755670712016
Signature of Subcontractor (to be obtained after award of contract):		

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

Trade: EIFS/Stucco	Name of Subcontractor: Contreras Construction Corp	
Address: 127 General Somervell NE, Alb. NM		
Telephone No.:	License No.: 354456	NM Dept. of Workforce Solutions Registration No.: 002487820120706
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Gyp Board Ass.	Name of Subcontractor: Contreras Construction Corp	
Address: Alb., NM		
Telephone No.:	License No.: 354456	NM Dept. of Workforce Solutions Registration No.: 002487820120706
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Alum/Glass	Name of Subcontractor: Dwight's Glass & Mirror	
Address: 4501 Alameda NE, ALB NM 87113		
Telephone No.: 505-263-5971	License No.:	NM Dept. of Workforce Solutions Registration No.: Below Threshold
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Asphalt	Name of Subcontractor: RL Heeder	
Address: PO Box 15147 - Santa Fe, NM		
Telephone No.: 505-473-1360	License No.: 83147	NM Dept. of Workforce Solutions Registration No.: 0112020051210
Signature of Subcontractor (to be obtained after award of contract):		

Trade: Landscaping	Name of Subcontractor: Accent Landscape	
Address: 5919 Edith Blvd NE, ALB NM 87107		
Telephone No.: 881-4880	License No.: 23063	NM Dept. of Workforce Solutions Registration No.: 002261620110620
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):		

AIA Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

EPPX Construction
2223 Montana Avenue, Suite B
El Paso, TX 79903

SURETY:

(Name, legal status and principal place of business)

United Fire & Casualty Company
PO Box 73909
Cedar Rapids, Iowa 52407-3909

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.

OWNER:

(Name, legal status and address)

City of Santa Fe, NM
2651 Siringo Road, Santa Fe, NM 87505

BOND AMOUNT: five percent (5%) of bid amount

PROJECT:

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


City of Santa Fe CIP Project #667 – New Southside Transit Center
Santa Fe, NM


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 27th day of August, 2020


(Witness)


(Witness) John M. Rindt, Senior VP

EPPX Construction
(Contractor as Principal)


(Title)

United Fire & Casualty Company
(Surety)

(Title) Paul D. Gilcrease, 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)

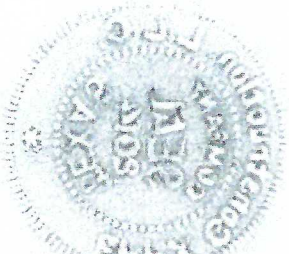
STATE OF Texas)
COUNTY OF El Paso) ss.

Paul D. Gilcrease being first duly sworn deposes and says:

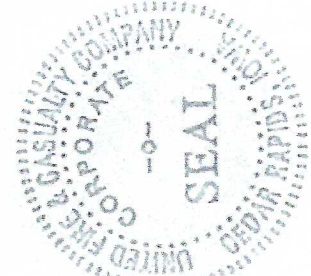
that He/She is the duly appointed agent for United Fire & Casualty Company and licensed in the State of New Mexico. Deponent further states that a certain bond given to indemnify the City of Santa Fe, New Mexico in connection with the construction of City of Santa Fe CIP Project #667 - New Southside Transit Center, Santa Fe, NM

dated 27th day of August, 2020, executed by EPPX Construction

contractor, as principal and United Fire & Casualty 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: [Signature] Paul D. Gilcrease, Attorney-in-Fact



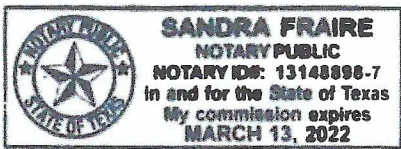
Subscribed and sworn to before me, a notary public in and for the County of El Paso, this 27th day of August, 2020.

My Commission expires: March 13, 2022

Agent's Address: HUB International, 201 E. Main, Suite 800, El Paso, TX 79901, (915) 206-6023

Telephone:

[Signature] Notary Public - Sandra Fraire





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
 CERTIFIED COPY OF POWER OF ATTORNEY
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
 118 Second Ave SE
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint
 JOHN M. RINDT, PAUL D. GILCREASE, IRMA HERRADA, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$25,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of December, 2019

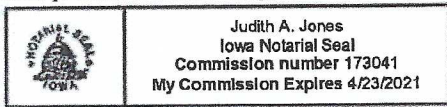


UNITED FIRE & CASUALTY COMPANY
 UNITED FIRE & INDEMNITY COMPANY
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*
 Vice President

State of Iowa, County of Linn, ss:

On 17th day of December, 2019, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; 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 corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



Judith A. Jones
 Notary Public
 My commission expires: 4/23/2021

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 27th day of August 20 20



By: *Mary A. Bertsch*
 Assistant Secretary,
 UF&C & UF&I & FPIC

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: EPPX Construction LLC

Address: 10899 Montgomery Blvd N.E. Ste. A
Alb., NM 87111

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.

Larry G. Perry Jr Vice President
Name and Title of Signer (please type)


Signature

8-22-20
Date

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.

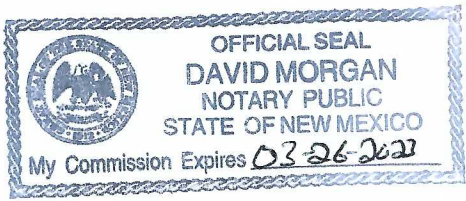
[Signature] Larry C. Perry II
Vice President

By:
Title:

Subscribed and sworn to before me this 22nd day of August, 2020.

[Signature]
Notary Public

My Commission expires: 03-26-2023



NON-COLLUSION AFFIDAVIT OF PRIME BIDDER (00 4519)

STATE OF)
)ss.
COUNTY OF)

Larry G. Perry Jr, being first duly sworn, deposes and says that:

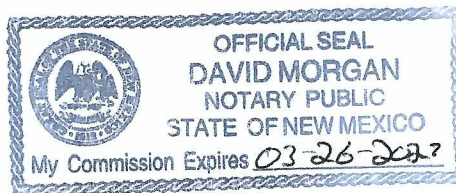
- 1) He/She is the Vice President of EPPX Construction, the Bidder that has submitted and attached Bid;
- 2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- 3) Such Bid is genuine and is not a collusive or 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: [Signature] Larry G. Perry Jr
Title: Vice President

Subscribed and sworn to before me this 22nd day of August, 2020.

[Signature]
Notary Public

My Commission expires: 03-26-2023



**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

EPPX Construction LLC

Company Name



Signature

8-22-20

Date

Michelle Lujan Grisham
Governor

Martin Romero
Director

Robert "Mike" Urthank
Superintendent

State of New Mexico

Regulation and Licensing Department

CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **EPPX CONSTRUCTION, L.L.C.**
PERMANENT LICENSE #399074

Located at: 2223 MONTANA AVE STE. B, EL PASO, TX 79903

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

GB98

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

UNLIMITED

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

07/08/2019

Signature of Contractor

Martin Romero
Director

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

Certificate of Contractor Registration



This is to certify that

EPPX Construction

2223 MONTANA AVE
STE B
EL PASO, TX, 79903-3646

has registered with the Department of Workforce Solutions

Registration Date: 5/5/2020

Registration Number: 24715528752020

**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 (PWA) 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: EPPX CONSTRUCTION LLC
DBA: EPPX CONSTRUCTION LLC

Business Location: 10899 MONGOMERY BLVD NE A
ALBUQUERQUE, NM 87111

Owner: RONALD MALLOLY JR

License Number: 228248

Issued Date: September 01, 2020

Expiration Date: December 31, 2020

CRS Number: 03500310003

License Type: Business License - Renewable

Classification: Out of Jurisdiction Contractor -
General

Fees Paid: \$10.00

EPPX CONSTRUCTION LLC
2223 MONTANA AVE
EL PASO, TX 79903

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

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

TO BE POSTED IN A CONSPICUOUS PLACE