



Allied 360 Construction, LLC

Patrick Herrera, Managing Member/ Owner

P.O. Box 1913

Espanola, New Mexico 87532

1709 W Shadowwood Lane

Espanola, New Mexico 87532

(505) 470-5779

patrickherrera@ymail.com

allied360@windstream.net

06/24/2021

License # 359136

Bid for 21/46/B

**POTW On-call repair, replacement, extension
and rehabilitation of sewer collection system**

Certificate of Contractor Registration



This is to certify that

Allied 360 Construction, LLC

PO BOX 1913
1709 W SHADOWOOD LANE
ESPANOLA, NM, 87532

has registered with the Department of Workforce Solutions

Registration Date: 7/9/2020

Registration Number: 002432820121212

**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>**



New Mexico E-Services for Contractor Licensing


[Home Page](#)
Company Details

Company Name	ALLIED 360 CONSTRUCTION, LLC	License Number	359136
Phone Number	5054705779	License Status	Active
Issue Date	11/11/2008	Expiry Date	11/30/2023
Volume	\$1000000.00 +		

Principal Place of Business Address

PO BOX 1913

City ESPANOLA

State NM

Zip Code 87532

QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>PATRICK JULIAN HERRERA</u>	359135	GB98	11/11/2008	Attached
<u>PATRICK JULIAN HERRERA</u>	368910	GF08	02/21/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	368986	GF07	02/25/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	369297	GF09	03/17/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	369298	GF03	03/17/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	369891	GA01	05/03/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	369892	GA03	05/03/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	370066	GF04	05/18/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	370501	GF05	06/21/2011	Attached
<u>PATRICK JULIAN HERRERA</u>	373617	GA02	03/23/2012	Attached
<u>PATRICK JULIAN HERRERA</u>	373618	GA04	03/23/2012	Attached
<u>PATRICK JULIAN HERRERA</u>	373619	GF02	03/23/2012	Attached
<u>JULIAN HERRERA</u>	25217905	ES07	05/04/1998	Attached
<u>JULIAN HERRERA</u>	25220838	EL01	05/04/1998	Attached

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BID FORM
CITY OF SANTA FE, NEW MEXICO
CONTRACTING AGENCY AND OWNER

FROM: Patrick Herrera, Allied 360 Construction, LLC.

hereinafter called the "Bidder"

Invitation No: 21/46/B

Project: Publicly Owned Treatment Works
(POTW) On-call repair, replacement,
extension and rehabilitation of sewer
collection system Price Agreement

Project No: CIP #962

TO:

CITY OF SANTA FE
PURCHASING DIRECTOR
2651 SIRINGO ROAD
BUILDING H
SANTA FE, NEW MEXICO 87505

FOR:

PUBLICLY OWNED TREATMENT WORKS (POTW) ON-CALL REPAIR,
REPLACEMENT, EXTENSION AND REHABILITATION OF SEWER COLLECTION
SYSTEM PRICE AGREEMENT CIP #962

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 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 Sixty (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 of 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 Addenda.
 - B. The Bidder has familiarized himself 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 correlated the results of all observations, examinations, investigations, explorations, reports, and studies with the terms and conditions of the Bidding Documents.
 - D. The Bidder has given the Engineer written notice of all conflicts, errors, or discrepancies that he has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to the Bidder.
 - E. 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 for himself 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.
 - F. It is the intent of the City to award a Contract to the responsible Bidder submitting the lowest base bid, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents.
 - G. The undersigned Bidder agrees 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 and any other specifically named parties from any damage or loss of which the City of Santa Fe may become liable by the default of said Bidder, or by reason of any neglect or carelessness on the part of said Bidders, his/her agents or employees, or by or on account of any act or omission of said Bidder, his/her servants, agents or employees, in performance of this contract.
4. The Bidder acknowledges receipt of all Addenda pertaining to the project below:

ADDENDUM NO.	DATE	ACKNOWLEDGED BY BIDDER OR AUTHORIZED REP.	DATE ACKNOWLEDGED
1	6/18/2021	Patrick Herrera	6/18/2021

VOID

*Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system
Price agreement CIP #962
Bid 21/46/B*

5. The undersigned Bidder proposes to guarantee all work performed under these Plans Specifications and Contract Documents for one year after acceptance by the City and repair and maintain same until the date of acceptance by the City of Santa Fe.
6. The undersigned tenders herewith, as a proposal guaranty, for which receipt has been given, in the form of either (check one) a ___ Certified check, or a _____ Bid Bond, in the amount of _____ dollars (\$ _____), representing five (5) percent of the amount bid, drawn to the City of Santa Fe.
7. The Bidder will complete the work described in the specifications and shown on the plans for the following base bid price(s):

(All prices listed below are for a complete project and include all mobilization, demobilization, labor, materials, equipment, bonding, insurance, etc.)

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of
sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
1.	Point Repair, 6" to 8" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	\$4,200.00
2.	Point Repair, 6" to 8" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	\$4,400.00
3.	Point Repair, 6" to 8" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	\$5,000.00
4.	Point Repair Additional Cost for remove and replace, greater than 16' depth for 6" to 8" pipe including PVC pipe	Per Vert. Foot	1	\$197.00
5.	Point Repair, 10" to 15" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	\$5,700.00
6.	Point Repair, 10" to 15" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	\$5,200.00
7.	Point Repair, 10" to 15" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	\$6,200.00
8.	Point Repair Additional Cost for excavation greater than 16' depth for 10" to 15" pipe including PVC pipe	Per Vert. Foot	1	\$239.00
9.	Point Repair, 18" to 24" pipe, remove and replace, 0' to 6' in depth including PVC pipe	Each	1	\$7,600.00
10.	Point Repair, 18" to 24" pipe, remove and replace, 6' to 10' in depth including PVC pipe	Each	1	\$8,600.00
11.	Point Repair, 18" to 24" pipe, remove and replace, 10' to 16' in depth including PVC pipe	Each	1	\$9,500.00
12.	Point Repair Additional Cost for excavation greater than 16' depth for 18" to 24" pipe including PVC pipe	Per Vert. Foot	1	\$347.00
13.	8" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$105.00
14.	10" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$115.00

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
15.	12" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$130.00
16.	15" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$167.00
17.	18" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$196.00
18.	24" diameter SDR 26 PVC sewer pipe, furnish & place in open trench, complete in place.	Linear ft.	1	\$250.00
19.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	\$25.00
20.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	\$35.00
21.	Trenching, Backfilling & Compaction for 8" to 10" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	\$47.00
22.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 8" to 10" pipe	Per Vert. Foot	1	\$45.00
23.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	\$60.00
24.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	\$75.00

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
25.	Trenching, Backfilling & Compaction for 12" to 15" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	\$95.00
26.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 12" to 15" pipe	Per Vert. Foot	1	\$110.00
27.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 0' to 6' in depth, pipe not included, complete.	Linear ft.	1	\$110.00
28.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 6' to 10' in depth, pipe not included, complete.	Linear ft.	1	\$112.00
29.	Trenching, Backfilling & Compaction for 18" to 24" diameter sewer pipe, 10' to 16' in depth, pipe not included, complete.	Linear ft.	1	\$125.00
30.	Additional Cost for Trenching, Backfilling & Compaction greater than 16' depth for 18" to 14" pipe	Per Vert. Foot	1	\$125.00
31.	Pipe Displacement (bursting) 6" to 8" from M.H. to M.H.	Linear ft.	1	\$227.00
32.	Pipe Displacement (bursting) 8" to 8" from M.H. to M.H.	Linear ft.	1	\$255.00
33.	Pipe Displacement (bursting) 8" to 10" from M.H. to M.H.	Linear ft.	1	\$300.00
34.	Traffic Control Residential –per Work Zone –per Day	Per Work Zone Per Day	1	\$1,800.00

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of
sewer collection system Price agreement CIP #962
Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
35.	Traffic Control Non-Residential Major Collectors and Arterials – per Work Zone – per Day	Per Work Zone Per Day	1	\$2,000.00
36.	Asphalt Removal, Disposal & Replacement including 6” Base Course and 4” Asphalt	Square Yard	50	\$45.00
37.	Curb/Gutter Removal, Disposal and Replacement	Linear Foot	1	\$31.00
38.	Sidewalk Removal, Disposal and Replacement	Square Yard	1	\$41.00
39.	New Manhole, 4’ Diameter, type “C” or “E”, 6’ deep or less, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	\$6,800.00
40.	New Manhole, 4’ Diameter, type “C” or “E”, over 6’ to 10’ deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	\$7,800.00
41.	New Manhole, 4’ Diameter, type “C” or “E”, over 10’ to 16’ deep, including removal, disposal and restoration of surface, complete in place. Asphalt is separate bid item	EA.	1	\$1,400.00
42.	Additional Cost for depth greater than 16’ depth for 4’ Diameter Manhole	Per Vert. Foot	1	\$1,100.00
43.	New 12 inch thick Concrete Manhole Collar where none exists in Dirt Road or Easement area	Each	1	\$2,200.00
44.	MH Wall Rehabilitation	Per Vert. Foot	1	\$100.00
45.	MH Inverts & Shelf Rehabilitation- 4 foot diameter	Each	1	\$2,100.00

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of
sewer collection system Price agreement CIP #962

Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
46.	MH Inverts & Base Replacement- 4 foot diameter	Each	1	\$6,200.00
47.	Sewer Service Connection as part of a Point Repair/Open Trench	Each	1	\$4,250.00
48.	Sewer Service Connection- as part of a Pipe Burst 0 to 6' in Depth including Asphalt Replacement.	Each	1	\$9,700.00
49.	Sewer Service Connection- as part of a Pipe Burst 6' to 10' in Depth including Asphalt Replacement.	Each	1	\$11,000.00
50.	Sewer Service Connection- as part of a Pipe Burst 10' and Greater in Depth than 10' including Asphalt Replacement.	Per Vert. Foot	1	\$395.00
51.	MH Cleaning (i.e. debris, roots, etc.) 4 foot diameter	Each	1	\$4,400.00
52.	Adjust Existing MH F&C (from grade to 24" deep) including Concrete Collar (City Furnished F&C)	Each	1	\$4,200.00
53.	Adjust Existing MH F&C (from 24" and deeper) including Concrete Collar(City Furnished F&C & Barrels)	Each	1	\$2,200.00
54.	Easement Clearance and Grading for Access & Repair Work.	Square Yard	1	\$47.00
55.	Rip Rap & Wire Mattress –New Installation	Cubic yard	1	\$5,000.00
56.	Gabion Basket –New Installation	Cubic yard	1	\$1,100.00

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of
sewer collection system Price agreement CIP #962
Bid 21/46/B

ITEM	DESCRIPTION	UNIT	QTY	ITEM BID PRICE
57.	4 to 6 inch Sewer Service Connection to Existing Manhole, 0 to 8 feet Deep -Core Drill	Each	1	\$1,200.00
58.	4 to 6 inch Sewer Service Connection to Existing Manhole, Greater than 8 feet Deep -Core Drill	Per Vert. Foot	1	\$2,400.00
59.	Rock Excavation	Cubic yard	1	\$65.00
60.	Select Fill Material-Delivered	Cubic yard	35	\$40.00
61.	Smoke Testing-Supervisor	Per Hour	80	\$175.00
62.	Smoke Testing-Helper	Per Hour	80	\$100.00
63.	Smoke Testing Traffic Control Allowance	Lump Sum		\$5,000
64.	Materials Testing - Allowance	Lump Sum	1	\$2,000
65.	Street Cut Permits - Allowance	Lump Sum	1	\$2,000

All prices listed below are for a complete project and include all mobilization, Demobilization, labor, materials, equipment, bonding, insurance, etc.

Base Unit Item Bid Amount (Items 1 thru 65)

One Hundred Forty Six Thousand Seven Hundred Eighty One (\$ 146,781.00)
(use words)

Gross Receipts Tax

(8.4375%) Twelve Thousand Three Hundred Eighty Four and Sixty Five Cents (\$ 12,384.65)
(use words)

TOTAL BASE UNIT ITEM BID PLUS TAX AND ALLOWANCES

One Hundred Fifty Nine Thousand One Hundred Sixty Five and Sixty Five Cents _____ (\$ 159,165.65 _____)

(use words)

N.M. RESIDENT PREFERENCE NUMBER (if applicable): _____

NOTE: BID COMPARISONS WILL BE
BASED UPON THE BASE UNIT ITEM BID
AMOUNT

8. The Bidder agrees that:
 - A. Bidder will commence work under this contract not later than ten (10) consecutive calendar days after the date specified in a written Notice to Proceed, and fully complete the project in the time frame as authorized under each Work Order, except as may be hereafter extended by valid written "Change Order" by the Owner.
 - B. The bidder agrees to pay the Owner liquidated damages as provided in the in the General Conditions, Section 15 for 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.
9. The following documents are attached to and made a condition of this Bid:
 - A. Bid Security
 - B. Subcontractors Listing (if applicable)
 - C. Non-Collusion Affidavit of Prime Bidder
 - D. Certificate of Bidder Regarding Equal Employment Opportunity
 - E. Certificate of Non-Segregated Facilities
 - F. Statement of Bidders Qualifications (To be submitted by the Bidder only upon specific request of the Owner)
10. 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).

RESPECTFULLY SUBMITTED:

If the Bidder is:

A. AN INDIVIDUAL:

By:

Patrick Herrera

(Individual's Name)

Doing business as:

Allied 360 Construction

Business address:

1709 W. Shadowood Lane Espanola NM 87532

(SEAL)

Telephone:

505-470-5779

B. A PARTNERSHIP:

By:

(Firm Name)

(General Partner)

Business address:

Telephone:

(SEAL)

D. A JOINT VENTURE

By:

(Name)

Address:

By:

(SEAL)

(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.: 359136 Classification: GB98, GF08, GF07, GF09, GF03, GA01, GA03, GF04, GF05, GA02, GA04, GF02, ES07, EL01

NM Taxation and Revenue CRS No.: 03-147576-00-0

City of Santa Fe Business Registration No.: none

NM Resident Preference Number (if applicable): none

Labor and Industrial Division Enforcement Fund Contractor Registration Number:

Non Applicable

[Note: Subcontractor Labor and Industrial Division Enforcement Fund Registration Number, on work over \$60,000, must be listed on Subcontractor Listing.]

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

VOID

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement Bid 21/46/B

BID BOND

A. KNOW ALL MEN BY THESE PRESENTS, THAT WE _____ hereinafter called the PRINCIPAL, as Principal, and the _____, of _____ a Corporation duly organized under the laws of the State of _____, 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 _____ dollars (\$ _____) 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 _____, 2021, (Bid No. 21/46/B) for the Wastewater Management Division POTW On-Call Repair, Replacement and Extension Contract, CIP 962

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 _____ DAY OF _____, a.d. 2021.

BIDDER

By: _____
PRINCIPAL

(SEAL)

WITNESS

By: _____
SURETY

Title: _____

WITNESS

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Patrick Herrera being first duly sworn, deposes and says that:

(1) He/She is the Owning Manager of Allied 360 Construction the Bidder that has submitted the attached Bid Proposal;

(2) He/She is fully informed respecting the preparation and contents of the attached Bid Proposal 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) Patrick Herrera

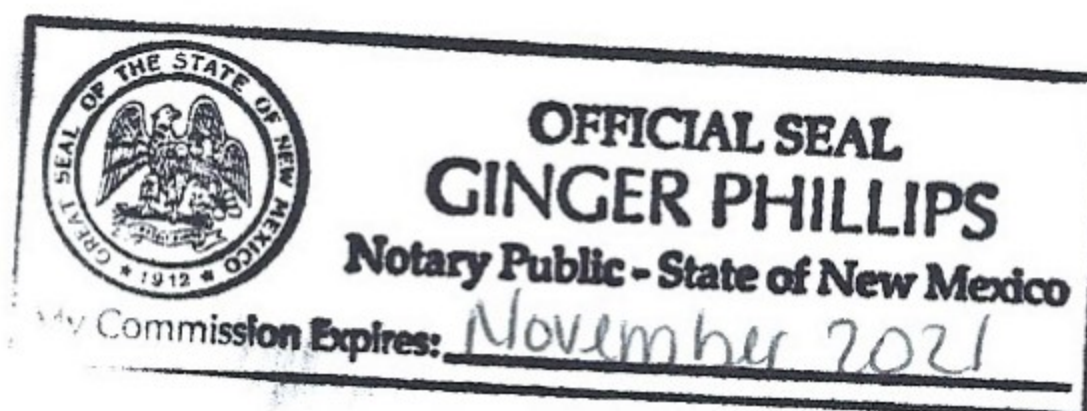
TITLE Owning Manager

SUBSCRIBED AND SWORN to before me this 24th day of June 2021.

Ginger Phillips
NOTARY PUBLIC

My Commission Expires:

November 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.

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

STATE OF NEW MEXICO

COUNTY OF Santa Fe

Patrick Herrera being first duly sworn, deposes and says that:

(1) He/She is the Managing Member of Allied 360 Construction, hereinafter referred to as the "Subcontractor".

(2) He/She is fully informed respecting the preparation and contents of the Subcontractor's proposal submitted by the Subcontractor to Allied 360 Construction, the Contractor, for certain work in connection with the _____ contract pertaining to the _____ project in _____.

(3) Such Subcontractors proposal is genuine and is not a collusive or sham proposal.

(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 proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(SIGNED) Patrick Herrera

TITLE Owning Manager

SUBSCRIBED AND SWORN to before me this 24th day of June 2021.

Ginger Phillips
NOTARY PUBLIC

My Commission Expires:

November 2021

- 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.



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 construction contractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The construction contractor certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her 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 clock, locker rooms and other storage or dressing areas, parking lots, drinking foundations, recreating 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 he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she 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 he/she will retain such certifications in his/her files.

SIGNED: Patrick Herrera

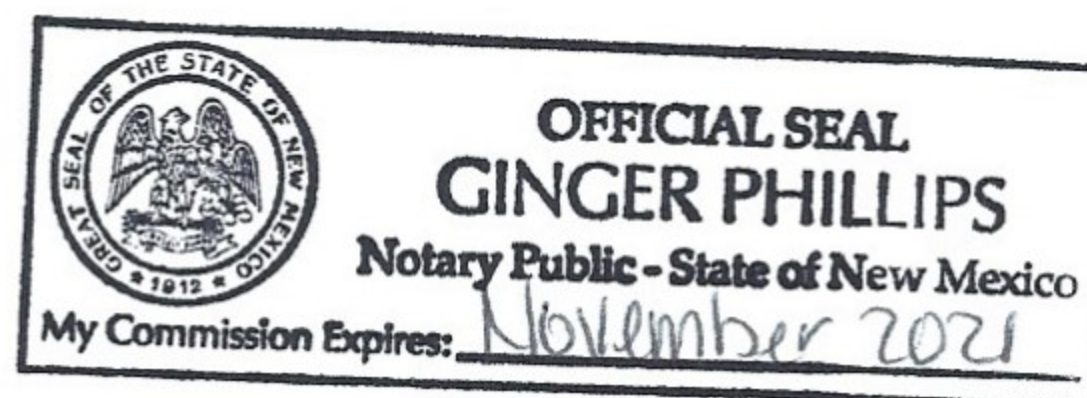
TITLE: Owning Manager

SUBSCRIBED AND SWORN to before me this 24th day of June, 2021.

Ginger Phillips
NOTARY PUBLIC

My Commission Expires:

November 2021



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 BIDDER

Bidder's Name: Patrick Herrera

Address: 1709 W. Shadowood Lane
Espanola, NM 87532

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.

Patrick Herrera, Managing Member

NAME AND TITLE OF SIGNER (PLEASE TYPE)

Patrick Herrera
SIGNATURE

6/24/2021
DATE

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

Subcontractor's Name: Patrick Herrera

Address: 1709 W. Shadowood Lane

Espanola, NM 87532

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.

Patrick Herrera, Managing Member

NAME AND TITLE OF SIGNER (PLEASE TYPE)

Patrick Herrera

SIGNATURE

6/24/2024

DATE

INSTRUCTIONS RELATING TO LOCAL PREFERENCE CERTIFICATION FORM

1. **All information must be provided.** A 10% local preference may be available for this procurement. To qualify for this preference, an offeror **must** complete and submit **the local preference certification form with its offer**. If an offer is received without the form attached, completed, notarized, and signed or if the form is received without the required information, the preference will not be applied. **The local preference form or a corrected form will not be accepted after the deadline for receipt of bids or proposals.**
2. **Local preference precedence over state preference.** The Local Preference takes precedence over the State Resident Preference and only one such preference will be applied to any one bid or proposal. If it is determined that the local preference applies to one or more offeror in any solicitation, the State Resident Preference will not be applied to any offers.
3. **Principal Office and location must be stated: To qualify for the local preference, the principal place of business of the enterprise must be physically located within the Santa Fe County Geographic Boundaries. The business location inserted on the Form must be a physical location, street address or such. DO NOT use a post office box or other postal address. Principal place of business must have been established no less than six months preceding application for certification.**
4. **Subcontractors do not qualify.** Only the business, or if joint venture, one of the parties of the joint venture, which will actually be performing the services or providing the goods solicited by this request and will be responsible under any resulting contract will qualify for this preference. A Subcontractor may not qualify on behalf of a prime contractor.
5. **Definition.** The following definition applies to this preference.

A local business is an entity with its Principal office and place of business located in Santa Fe County.

A Principal office is defined as: The main or home office of the business as identified in tax returns, business licenses and other official business documents. A Principal office is the primary location where the business conducts its daily operations, for the general public, if applicable. A temporary location or movable property, or one that is established to oversee a City of Santa Fe project does not qualify as a Principal office.

Additional Documentation. If requested a business will be required to provide, within 3 working days of the request, documentation to substantiate the information provided on the form. Any business which must be registered under state law must be able to show that it is a business entity in good standing if so requested.

YOU MUST RETURN THIS FORM WITH YOU OFFER
RESIDENT VETERANS PREFERENCE CERTIFICATION

Patrick Herrera (NAME OF CONTRACTOR) hereby certifies the following in regard to application of the resident veterans' preference to this procurement.

Please check one box only:

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is less than \$1M allowing me the 10% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$1M but less than \$5M allowing me the 8% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I declare under penalty of perjury that my business prior year revenue starting January 1 ending December 31 is more than \$5M allowing me the 7% preference discount on this solicitation. I understand that knowingly giving false or misleading information about this fact constitutes a crime.

I agree to submit a report or reports to the State Purchasing Division of the General Services Department declaring under penalty of perjury that during the last calendar year starting January 1 and ending on December 31, the following to be true and accurate:

In conjunction with this procurement and the requirements of this business application for a Resident Veteran Business Preference/Resident Veteran Contractor Preference under Sections 13-1-21 or 13-1-22 NMSA 1978, which awarded a contract which was on the basis of having such veterans preference, I agree to report to the State Purchasing Division of the General Services Department the awarded amount involved. I will indicate in the report the award amount as a purchase from a public body or as a public works contract from a public body as the case may be.

I understand that knowingly giving false or misleading information on this report constitutes a crime.

I declare under penalty of perjury that this statement is true to the best of my knowledge. I understand that giving false or misleading statements about material fact regarding this matter constitutes a crime.

Patrick Herrera
(Signature of Business Representative)*

6/24/2021
(Date)

*Must be an authorized signatory of the Business.

Publicly Owned Treatment Works (POTW) On-call repair, replacement, extension and rehabilitation of sewer collection system Price Agreement
Bid 21/46/B

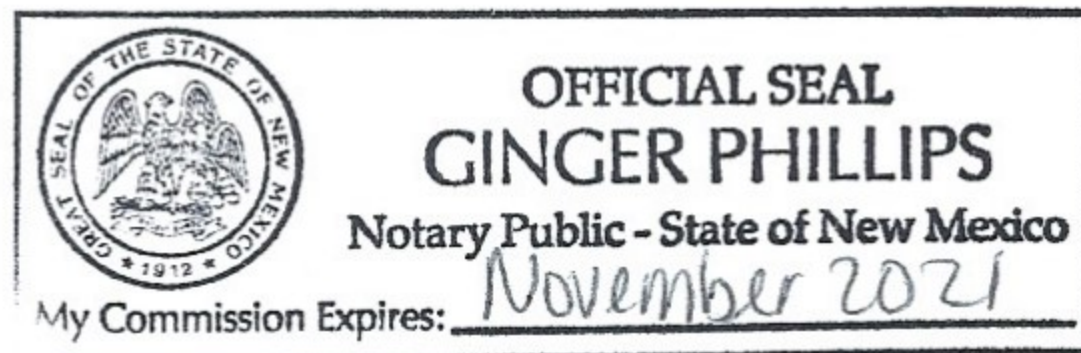
The representation made by checking the above boxes constitutes a material representation by the business. If the statements are proven to be incorrect, this may result in denial of an award or un-award of the procurement.

SIGNED AND SEALED THIS 24th DAY OF June, 2021.

Ginger Phillips
NOTARY PUBLIC

My Commission Expires:

November 2021



SUBCONTRACTOR LISTING

Note: A subcontractor that submits a bid valued at more than fifty thousand dollars (\$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.

Section 00430

TRADE	NAME	ADDRESS	TELEPHONE#	LICENSE #	NM DEPT. OF LABOR REGISTRATION # (IF APPLICABLE)	SUBCONTRACTOR SIGNATURE - TO BE OBTAINED AFTER AWARD OF CONTRACT
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Traffic Control	Traffic Control Rentals & Service	27A Paseo de River Santa Fe, NM 87507	505-473-1000	30972		

PUBLIC UTILITIES DEPARTMENT
WASTERWATER MANAGEMENT DIVISION

PUBLICLY OWNED TREATMENT WORKS (POTW)
ON-CALL REPAIR, REPLACEMENT, EXTENSION AND
REHABILITATION OF SEWER COLLECTION SYSTEM
PRICE AGREEMENT

CIP #962

BID #21/46/B

ADDENDUM NUMBER ONE

JUNE 18, 2021

Item 1. The Statement of Bidders Qualifications (pages 49-50) shall be completed by the Contractor and submitted with the Bid Form.

Item 2. The Bid Security in the amount of five percent (5%) of the total of all Item Prices is not required to be submitted with the Bid Form.

Item 3. The cost of Mobilization and Demobilization is incidental to the bid items. It is not a separate Bid Item.

Item 4. Restoration of “decorative” landscaping as part of a Bid Item is an additional pay item.

Item 5. For Bid Items 31, 32 and 33 for Pipe Bursting, the existing pipe material for bidding purpose is vitrified clay, concrete or reinforced concrete pipe. If the existing pipe were metal, this would be an additional pay item.

Item 6. Bid Items for new manholes and manhole wall or base rehabilitations do not include application of Zebron or other similar types of epoxy or polyurethane coatings. These type of coatings would be an additional pay item.

Item 7. The Bid Tabulation for the 2017 version of this Invitation to Bid is available upon request.

END OF ADDENDUM NUMBER ONE