

CITY OF SANTA FE



Public Works / Airport Division
“INVITATION TO BID”

Runway 2 Runway Safety Area Grading

BID# 21/38/B
FAA AIP 3-35-0037-054-2021

BIDS DUE:

Thursday, June 24, 2021

3:00 P.M.

PURCHASING DIVISION

CITY OF SANTA FE

By Electronic Submittal Only To:

<https://www.purchasing@santafenm.gov>

**BID FORMS
(00 4100)**

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

Invitation No: BID 21/38/B

Project: Santa Fe Regional Airport –
Runway 02 Runway Safety Area
Grading

Date of Issuance of Invitation to Bid: May 31, 2021

This Bid is submitted electronically to: PURCHASING DIVISION
CITY OF SANTA FE
<https://www.purchasing@santafenm.gov>

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the City of Santa Fe 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 sixty (60) days after the day of Bid opening. The Bidder shall sign and submit the Agreement between City of Santa Fe 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 City of Santa Fe’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>	<u>GRS</u>	Date <u>June 1, 2021</u>	No. _____	Date _____
No. <u>2</u>	<u>GRS</u>	Date <u>June 4, 2021</u>	No. _____	Date _____
No. <u>3</u>	<u>GRS</u>	Date <u>6/17/21</u>	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 City of Santa Fe'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 City of Santa Fe's Representative is acceptable to the Bidder. All of this must be accomplished prior to the Bid Date.
- 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 City of Santa Fe. It is understood that the City of Santa Fe 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, warrantied 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.

ITEM NO.	SPEC NO.	DESCRIPTION	UNIT	EST. QTY.	UNIT PRICE IN FIGURES	TOTAL
1	C-105	Mobilization, Complete.	LS	1	\$ 16,000.00	\$ 16,000.00
UNIT PRICE IN WRITING:						
2	CSPP	Airport Safety and Security, Construction Traffic Control and Barricading, Complete.	LS	1	\$ 31,000.00	\$ 31,000.00
UNIT PRICE IN WRITING:						
3	C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control.	LS	1	\$ 6,750.00	\$ 6,750.00
UNIT PRICE IN WRITING:						
4	P-151	Clearing and Grubbing.	AC	25	\$ 800.00	\$ 20,000.00
UNIT PRICE IN WRITING:						
5	P-152	Unclassified Excavation.	CY	35,000	\$ 3.30	\$ 115,500
UNIT PRICE IN WRITING:						
6	P-152	Borrow.	CY	1,000	\$ 5.50	\$ 5,500.00
UNIT PRICE IN WRITING:						
7	T-901	Seeding with Hydromulch.	AC	25	\$ 1,800.00	\$ 45,000.00
UNIT PRICE IN WRITING:						
8		36" Culvert Pipe, Complete in Place (CIP).	LF	75	\$ 100.00	\$ 7,500.00
UNIT PRICE IN WRITING:						
9		36" Culvert End Section, CIP.	EA	2	\$ 850.00	\$ 1,700.00
UNIT PRICE IN WRITING:						
10		Power Supply Cable, Cut, Splice and Relocate Pullbox, CIP.	LS	1	\$ 45,000.00	\$ 45,000.00
UNIT PRICE IN WRITING:						
11	GP's	Construction Staking, Complete.	LS	1	\$ 19,000.00	\$ 19,000.00
UNIT PRICE IN WRITING:						
12	C-100	Contractor Quality Control Testing, Complete.	LS	1	\$ 30,000.00	\$ 30,000.00
UNIT PRICE IN WRITING:						

Subtotal:	\$	342,950.00
Subtotal:	\$	342,950.00
New Mexico Gross Receipts Tax (NMGR) @ 8.4375%:	\$	28,936.41
Total Base Bid:	\$	371,886.41
PNM Allowance:	\$	25,000.00
Total Base Bid, including NMGR and Allowances	\$	396,886.41

Base Bid – Contractor shall be chosen based on the total of all Bid Items Item Price, as Bid, exclusive of Gross Receipts Tax:

three hundred forty two thousand nine hundred fifty and 00/100 dollars (\$ 342,950.00)
(use words)

4. The Bidder agrees that:
 - A. All work to be performed under this contract shall commence not later than ten (10) consecutive calendar days after the date of written Notice to Proceed. All work shall be completed within one hundred twenty (120) calendars following the notice to proceed.
 - 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 City of Santa Fe 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 City of Santa Fe 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 ITB 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. Buy American Certificate (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 Bidder shall complete the following statement by checking the appropriate boxes:

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

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

7. 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)

8. 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: EMCO of Santa Fe LLC _____
(Corporation Name)

New Mexico _____
(State of Incorporation)

By: Katharine C Fishman _____
(Name of person authorized to sign)

Managing Member _____
(Title)

If a New Mexico Corporation: 0509596
Certificate of Incorporation No.

If a Foreign Corporation: _____
Certificate of Authority No.

Attest: _____
(Secretary)

Business address: 3810 Oliver Drive, Santa Fe, NM 87507

Telephone: 505 474 3434

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.: 374873 Classification: Ga-98, GB-98, GF-98
NM Taxation and Revenue CRS No.: 03245374004
City of Santa Fe Business Registration No.: 225893
NM Resident Preference Number (if applicable): N/A

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



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

BUSINESS REGISTRATION

Business Name: EMCO OF SANTA FE LLC
DBA: EMCO OF SANTA FE LLC

Business Location: 3810 OLIVER RD
SANTA FE, NM 87507

Owner: RICHAH COOK

License Number: 225893

Issued Date: June 08, 2021

Expiration Date: June 08, 2022

CRS Number: 03245374004

License Type: Business License - Renewable

Classification: Contractor - General

Fees Paid: \$35.00

EMCO OF SANTA FE LLC
3810 OLIVER RD
SANTA FE, NM 87507

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



[/PWAA/LRDEMPLOYER/CORE/NAVIGATE.ASPX?](#)
[GO=Core.Navigation.Home](#)

Home
[/PWAA/LRDEMPLOYER/CORE/NAVIGATE.ASPX?Registration](#)
Go=Core.Navigation&Index=-1)

Account Maintenance
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=Core.Navigation&Index=5)

Public Works
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=Core.Navigation&Index=10)

Contractor Registration
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=Core.Navigation&Index=11)

New Contractor Registration
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=PW.LEF.NewContractorRegistratio

Renew Contractor Registration
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=PW.LEF.ContractorRegistration)

Print Contractor Registration
Certificate
[\(/pwaalrdeemployer/core/navigate.a](#)
Go=PW.LEF.ViewCertificate)

Public Works Apprentice & Training
Fund

CONTRACTOR REGISTRATION CERTIFICATE

Registration Details

FEIN: 45-5369257
Registration Number: 002198720110315

Company Name: EMCO of Santa Fe, LLC
Doing Business As (DBA) Name:

Registration Date: 05/21/2020
Registration Expiration Date: 05/21/2022

Status: Active

Phone Number: 5054747094
Email: tarchuleta@espmerc.com

Cancel

Print Certificate

Susana Martinez
Governor

Pat McMurray
Director

Robert "Mike" Unthank
Superintendent

State of New Mexico
Regulation and Licensing Department
CONSTRUCTION INDUSTRIES DIVISION

2550 Cerillos Rd.
Santa Fe, New Mexico 87505

This is to certify that: **EMCO OF SANTA FE LLC**
PERMANENT LICENSE #374873

Located at: **3810 OLIVER RD, SANTA FE, NM 87507**

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

GA98, GB98, GF98

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

04/22/2016

Signature of Contractor



Pat McMurray
Director

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

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

BOND # EMC052

KNOW ALL MEN BY THESE PRESENTS, that we

EMCO OF SANTA FE, LLC

3810 OLIVER DRIVE

Santa Fe, NM 87509

as Principal, hereinafter called the Principal, and

HARCO NATIONAL INSURANCE COMPANY

702 OBERLIN ROAD

Raleigh, NC 27605

a corporation duly organized under the laws of the State of IL

as Surety, hereinafter called the Surety, are held and firmly bound unto

City Of Santa Fe

Po Box 909

Santa Fe, NM 87504

(Here insert full name, and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of

Five Percent of Amount Bid-----Dollars (\$5.00%),

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 a bid for

RFB21/38/B Santa Fe Airport Runway 02 RSA Grading AIP3-35-0037-054-2021 NMDOT SAF-21-02 Santa Fe, New Mexico

(Here insert full name, address and description of project)

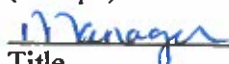
NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful 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.

Signed and sealed this June 24, 2021

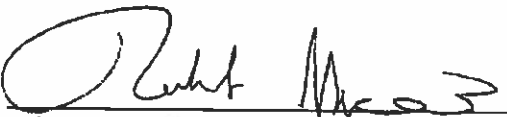
EMCO OF SANTA FE, LLC

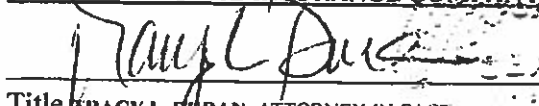

Witness

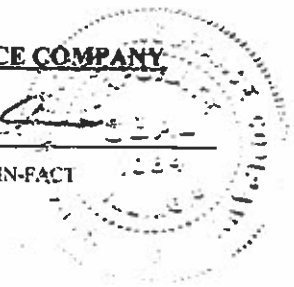

(Principal) (Seal)


Title

HARCO NATIONAL INSURANCE COMPANY


Witness


Title TRACY L. DURAN, ATTORNEY-IN-FACT



POWER OF ATTORNEY
HARCO NATIONAL INSURANCE COMPANY
INTERNATIONAL FIDELITY INSURANCE COMPANY

Bond # EMCO52

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That **HARCO NATIONAL INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Illinois, and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

ROBERT ADKINS, TRACY L. DURAN, LURLINE D. MCCORRY, STEPHEN J. MCCORRY

Albuquerque, NM

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of **HARCO NATIONAL INSURANCE COMPANY** at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** have each executed and attested these presents on this 31st day of December, 2019



STATE OF NEW JERSEY
County of Essex

Kenneth Chapman

Executive Vice President, Harco National Insurance Company
and International Fidelity Insurance Company

STATE OF ILLINOIS
County of Cook



On this 31st day of December, 2019, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey
My Commission Expires April 4, 2023

CERTIFICATION

I, the undersigned officer of **HARCO NATIONAL INSURANCE COMPANY** and **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, 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 set my hand on this day, 6/24/2021

A00915

Irene Martins, Assistant Secretary

**THIS FORM MUST BE
ATTACHED TO BOND**

Section 00 4200

Review and Approval: This Bond has been executed by a Surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department.

Approved:

City of Santa Fe's Representative or Governing Body

(Date)

00 4400

THIS FORM MUST BE
USED BY SURETY

AGENT'S AFFIDAVIT

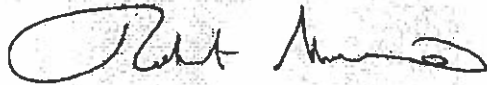
BID SECURITY FORM

(To be filled in by Agent)

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

Tracy L. Duran being first duly sworn deposes and says:

that he is the duly appointed agent _____
for Harco National Insurance Company
and licensed in the State of New Mexico. Deponent further states that a certain bond given to
indemnify the City of Santa Fe in connection with the construction of Grading of Runway Safety Area
dated 24th day of June, 2021, executed by EMCO of Santa Fe LLC
Contractor, as principal and Harco National Insurance Company's surety, signed by this
deponent; and deponent further states that said bond was written, signed, and delivered by him;
that the premium on the same has been or will be collected by him; and that the full commission
thereon has been or will be retained by him.

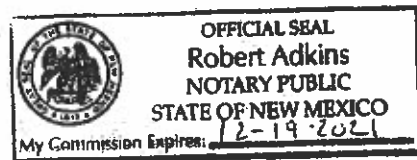


Subscribed and sworn to before me, a notary public in and for the County of Bernalillo,
this 24th day of June, 2021.

My Commission expires: 12-19-2021

Agent's Address: 2616 Mesilla Street NE Suite 2
Albuquerque, New Mexico 87110

Telephone: 505 255 9577



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 State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: safety barricades, signs	Name of Subcontractor: Sanbar Construction Corp
Address: ABQ	
Telephone No.: 505 452 8000	License No.: 30106 NM Dept. of Labor Registration No.: 0191082011623
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Electric	Name of Subcontractor: Bixby Electric
Address: Albq.	
Telephone No.: 505 842 5384	License No.: NM Dept. of Labor Registration No.: 0190612011621
Signature of Subcontractor (to be obtained after award of contract):	

Trade: staking	Name of Subcontractor: BSN Santa Fe
Address: Santa Fe	
Telephone No.: 505 473 7973	License No.: NM Dept. of Labor Registration No.: 1739920141222
Signature of Subcontractor (to be obtained after award of contract):	

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 State of New Mexico, Department of Workforce Solutions, Labor Relations, Public Works Bureau.

Section 00 4300

Trade: SWPP	Name of Subcontractor: Inspections Plus
Address: ABQ	
Telephone No.: 505 344 9410	License No.: NM Dept. of Labor Registration No.: 23719322522019
Signature of Subcontractor (to be obtained after award of contract):	

Trade: Testing / QA QC	Name of Subcontractor: CA2 Testing
Address: Algodones, NM	
Telephone No.: 505 718 3030	License No.: NM Dept. of Labor Registration No.: 00236152011130
Signature of Subcontractor (to be obtained after award of contract):	

Trade: seeding	Name of Subcontractor: Caldon Seeding & Reclamation
Address:	
Telephone No.:	License No.: 20091511770 NM Dept. of Labor Registration No.: 01679820101127
Signature of Subcontractor (to be obtained after award of contract):	

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER
Section 00 4500

STATE OF)
)ss.
COUNTY OF)

Katharine C Fishman

, being first duly sworn, deposes and says that:

- 1) ~~S~~He is the Manager of EMCO of Santa Fe LLC,
the Bidder that has submitted and attached Bid;
- 2) ~~S~~He 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, City of Santa Fe's, 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, City of Santa Fe's, employees, or
parties in interest, including this affront.

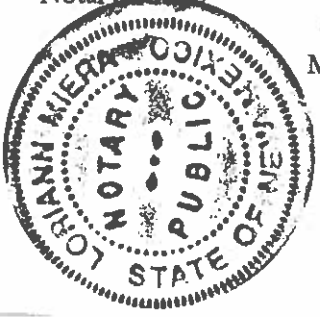
By: 

Title: Managing Member

Subscribed and sworn to before me this 16th day of June, 2021

Loriana Miera

Notary Public



My Commission expires: 5-27-2024
State of New Mexico
County of Santa Fe

CERTIFICATION OF NONSEGREGATED FACILITIES
Section 00 4600

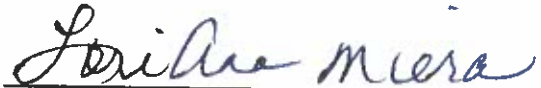
(Applicable to construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity Clause.)

The Construction Contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Construction Contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his 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 he has obtained identical certifications from proposed Subcontractors for specific time periods) he will 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 he will retain such certifications in his files.

By: 

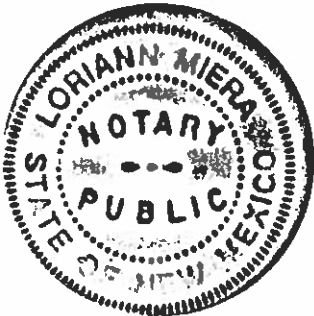
Title: Managing Member

Subscribed and sworn to before me this 16TH day of June, 2021.


Notary Public

My Commission expires: 5-27-2024

State of New Mexico
County of Santa Fe



**CERTIFICATION OF BIDDER REGARDING
EQUAL EMPLOYMENT OPPORTUNITY**

Section 00 4700

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 whether he has participated in any previous Contract or Subcontract subject to the equal opportunity clause; and, if so, whether he 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 (7) calendar days after Bid opening. No Contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: EMCO of Santa Fe LLC

Address: 3810 Oliver Drive
Santa Fe
NM 87507

-
1. Bidder has participated in a previous Contract or Subcontract subject to the Equal Opportunity Clause. XXX Yes No
 2. Compliance reports were required to be filed in connection with such Contract or Subcontract. XXXX Yes No

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

Katharine C Fishman, Managing Member

Name and Title of Signer (please type)

K. Fishman Managing Member
Signature

6/16/2021
Date

New Mexico
State Highway and Transportation Department

CONTRACT GOAL FOR DISADVANTAGED BUSINESS
IN HIGHWAY CONSTRUCTION

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

Type or print legibly.

Item No.(s) of Work Description	Name of Subcontractor/Supplier	Proposed Subcontract Amount
C-102	Sanbar Const Corp <i>NM DOT#</i>	\$15,000.00
	<i>99-10-13</i>	
<i>C-100 TESTING</i>	<i>CA2 Testing NM DOT#</i>	<i>24,575.-</i>
	<i>11-09-415</i>	

- Project No. Bid # 21/38/B FAA AIP 3-35-0037-054-2021
- Contractor's DB Liaison Officer Katherine C. Fishman
- Total Amount Bid \$ \$ 342,950.- + NMGRT
- Contractors DB Participation Dollar Estimate and Participation: \$ 39,575 or 11.5% of line 3.

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

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

This statement is my assurance that EMCO of Santa Fe LLC agrees to comply with the requirements of

(name of firm)

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

6/16/2021

Date

[Signature]

Signature of Company Official

DISADVANTAGED BUSINESS ENTERPRISE (DBE) UTILIZATION

The undersigned Bidder / Offeror has satisfied the requirements of the Bid Specification in the following manner (please check the appropriate space):

The Bidder / Offeror is committed to a minimum of 11.5% % DBE utilization on this Contract.

The Bidder / Offeror (if unable to meet the DBE goal of _____%) is committed to a minimum of _____% DBE utilization on this Contract and submits documentation demonstrating good faith efforts.

Name of Bidder / Offeror's firm: EMCO of Santa Fe LLC

State Registration No.: _____

By:  Managing Member
(Signature) Title

Letter of Intent

Name of Bidder / Offeror's firm: EMCO of Santa Fe LLC

Address: 3810 Oliver Drive

City: Santa Fe State: NM Zip: 87507

Name of DBE firm: Sanbar Construction Corp **NM DOT # 99-10-13**

Address: 9101 Broadway SE

City: Albuquerque State: NM Zip: 87105

Telephone: 505 452 8000

Description of Work to be performed by DBE firm: _____

manufacture & supply safety barricades and signage

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ \$15,000.

Affirmation

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

By:  Purchasing Manager
(Signature) (Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Letter of Intent

Name of Bidder / Offeror's firm: EMCO OF SANTA FE LLC
Address: 3810 OLIVER DR. SANTA FE
City: _____ State: NM Zip: 87507

Name of DBE firm: Concrete, Aggregate & Asphalt Testing, LLC (CA2 Testing)
Address: 17 Centro de Algodones NM DOT DBE # 11-09-415
City: Algodones State: NM Zip: 87004
Telephone: 505-718-3030

Description of Work to be performed by DBE firm: _____
Contractor Quality Control Materials Testing

The Bidder / Offeror is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ 24,575.00.

Affirmation

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

By:  _____
(Signature) Manager of Technical Services
(Title)

If the Bidder / Offeror does not receive award of the Prime Contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

(Submit this page for each DBE subcontractor.)
FAA Policy on Contract Clauses-1

Certificate of Buy American Compliance for Total Facility

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

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

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

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

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

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the "facility".


The required documentation for a type 3 waiver is:

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

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

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

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



Signature

6/16/2021

Date

Managing Member

Title

EMCO of Santa Fe LLC

Company Name

Certificate of Buy American Compliance for Manufactured Products

(Non-building construction projects, equipment acquisition projects)

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

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

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

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

- The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation


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

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

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

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

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



Signature

6/16/2021

Date

Managing Member

Title

EMCO of Santa Fe LLC

Company Name