

City of Farmington
Boundless Journey Adventure Park Phase 2
Bid #26-166082

- I. **Purpose:** The City of Farmington, New Mexico, ("OWNER") is requesting Bids to furnish all labor, equipment, and materials for the Boundless Journey Adventure Park Phase 2. Unless otherwise stated in the Contract Documents, Engineering for this project along with Contract Documents were completed by the City of Farmington, Municipal Annex Building, 805 Municipal Drive, Farmington, New Mexico.
- II. **Submittal Instructions:** Bids must only be submitted using the City's online bidding system, [IonWave](https://ionwave.net). Mailed, emailed, or faxed bids will not be accepted and will be returned unopened. Bidder must provide all requested information by completing online submittal process and attaching requested documentation at <https://fmrn-ebidding.ionwave.net>.
- III. **General Conditions:**
 - A. The Contract Documents contain the provisions required for the construction of the Project. Information obtained from an officer, agent, employee of the City or any other person shall not affect the risks or obligations assumed by the Contractor or relieve him from fulfilling any of the conditions of the Contract.
 - B. Documents shall include the following standard specifications unless otherwise stated. In cases where the work will be in an NMDOT ROW, the NMDOT specifications will be primary and the City of Farmington Specifications will be secondary.

New Mexico Standard Specifications for Public Works Construction, latest edition; <https://www.dot.nm.gov/infrastructure/plans-specifications-estimates-pse-bureau/standards/>

And

City of Farmington Technical Specifications and Construction Standards, latest revision, which are available on the City of Farmington website. <http://www.fmrn.org/documentcenter/view/23881>
 - C. Laws and Regulations

This procurement is governed by the New Mexico State Statutes 1978, Chapter 13, Public Purchases and Property. The City also requires that all responses to this Bid, and any contracts that may arise as a result of this procurement, be in accordance with laws, ordinances, and regulations of the State of New Mexico and the City of Farmington.
 - D. By submitting a bid, the Bidder indicates they have familiarized themselves with the conditions affecting the performance of the work and with the Contract Documents,

including the Advertisement for Bids, Instruction to Bidders, Bid Proposal, Bid Bond, Agreement, Performance Bond, Labor, Material, and Tax Payment Bond, Notice of Award, Notice to Proceed, Conditions of Contract, Special Conditions, Drawings, Specifications and all Addenda thereto, as prepared by the City of Farmington, all of which are made a part hereof, hereby proposes, in accordance with said Contract Documents, to furnish all plans, equipment, labor, materials and supervision to perform the work summarized hereafter on each Bid Schedule upon which a proposal amount is inserted. All bonding companies must be listed in the Federal Register, Department of the Treasury Fiscal Service, Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies; Notice. Companies licensed to do business in the State of New Mexico must issue all required bonds.

- E. The City reserves the right to reject any or all bids or to waive technicalities at its option when in the best interests of the City.
- F. In responding to this solicitation, the Bidder represents that it will not practice unlawful discrimination per Section 28-1-7 NMSA 1978 and Title VI of the Civil Rights Act of 1964 - 49 CFR part 21, with regard to, but not limited to, the following: race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.
- G. Bidder must use the Bid Line Items provided in the online bidding system and complete all information in the blanks provided. Failure to comply, or use of Bidder provided forms, may result in rejection of the Bid at the City's option.

The total bid for each Bid Schedule includes all work necessary to complete that portion of the project described in each Bid Schedule, and the total of all Bid Schedules represents the entire scope of work covered by the Contract Documents. If a particular item of work is not specifically separated as a bid item, the cost therefore shall be included in the bid item most nearly related.

The total bid for each Bid Schedule is based on the quantities shown in this Bid Proposal and on the dimensions shown on the plans where specific quantities are not itemized. When Bid Schedules are based upon unit prices, the Contract Amount will be adjusted by change order at the corresponding unit prices according to the actual quantities and measurement of the finished construction as determined by the Field Engineer upon completion of construction.

Supplemental unit prices may, when included in this Bid Proposal, be used as a basis to adjust the Contract Amount by change order should it become necessary, in the opinion of the Owner or Engineer, to add or deduct work not otherwise subject to adjustment by stipulated unit prices.

- H. Bids submitted with the City's online bidding system may be retracted prior to the time set for opening Bids. The bid may not be retracted after the bid has been unsealed, and the Bidder, in submitting the same, warrants and guarantees that his bid has been carefully reviewed and checked and that it is in all things true and accurate and free of mistakes and that such bid will not be withdrawn unless evidence of a mistake and

unresponsiveness is submitted to the Chief Procurement Officer for review and consideration (reference 13-1-106NMSA).

- I. Pursuant to Section 13-1-108 NMSA 1978, the total amount bid must exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The City will pay for any taxes due on the contract and will pay any increase in applicable taxes which become effective after the date the contract is entered into in addition to the bid total based upon separate billings which the successful bidder must submit with each request for payment. Taxes must be shown as a separate amount on such billing or request for payment and must separately identify each tax being billed.

To assist the City with budget preparation, the bidder must complete the Estimate of Taxes attribute of this bid and must identify by name each tax bidder believes to be applicable to this bid and must estimate the amount of each tax which will be charged on the entire bid.

- J. Bidders must have no claim against the City for failure to obtain information made available by the City which the Bidder could have remedied through the exercise of due diligence.
- K. The only approved contact must be with the buyer listed in this bid or their designated Central Purchasing Division representative. Bidders making contact with any other City official or City employee regarding this Bid may be disqualified.
- L. All bids and related documents are subject to the "Inspection of Public Records Act," Chapter 14, Article 2, NMSA 1978.
- M. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).
- N. Conflict of Interest: Bidder warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of service under this contract. Bidder must notify the City's Chief Procurement Officer if any employee(s) of the requesting department or the Central Purchasing Division have a financial interest in the Offeror. If yes, the Offeror must specify the employee(s) name in their bid. If federal funding utilized for this purchase, the

Purchasing Division will notify the using department of the conflict. The using department will notify the funding agency of the conflict.

- O. Any protest by a Bidder must be timely and in conformance with Section 13-1-172, NMSA, 1978 and applicable procurement regulations. The fifteen (15) day protest period for responsive Bidders must begin on the day following the City's written notification to all responding Bidders. Protests must be written and must include the name and address of the protestor and the number assigned to this Bid by the City. It also must contain a statement of grounds for protest including appropriate supporting exhibits. The timely protest must be delivered to:

Chief Procurement Officer
Central Purchasing Division
City of Farmington
800 Municipal Drive (mailing) or
805 Municipal Drive (physical)
Farmington, NM 87401-2663

- P. By submitting a response to this solicitation (RFQ, Bid, RFP) the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.
- Q. The Bidder, by submitting a Bid, certifies that the Bid is genuine and is not sham or collusive, or made in the interest, or in the behalf of any person not named as Bidder, and that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a sham bid, or any other person, firm or corporation to refrain from bidding, and that the Bidder has not in any manner sought by collusion to secure himself an advantage over any other Bidder.
- R. Both license and royalty fees for products or for a process must be paid directly by the Bidder.
- S. Unless specified in the Contract Documents, the City has no preference for any process, type of equipment or kinds of material but will consider all processes, types of equipment or kinds of material offered which meet specifications on an equal competitive basis if they are in fact equal to those specified and will accomplish the purpose intended. The City reserves the right to be the sole judge as to whether or not a different process type of equipment or kind of material offered is in fact the equal to that specified.
- T. Any Contract awarded under this Invitation for Bid shall be subject to the appropriation of funds by the City's Council.
- U. The Bidder's attention is directed to the fact that wages to be paid on this project shall not be less than the prevailing wage rates as listed by the New Mexico Labor and Industrial Division and (where applicable) the prevailing Federal Wage Rate Decision listed by the U.S. Department of Labor and in effect at the time of this Contract. It shall be the Bidder's responsibility to inform himself thoroughly of all state, federal, and local laws and statutes pertaining to the employment of labor, the freedom of organization, and the conditions of employment and shall strictly adhere to such laws and regulations as are applicable.

There shall be no discrimination because of race, color, national origin, ancestry, religion, sex, age, physical or mental handicap, spousal affiliation, sexual orientation, gender identity, serious medical condition or legal political affiliation in the employment of persons qualified by training and experience for work under this Contract.

- V. Bids will be opened publicly in accordance with 13-1-107NMSA.
- W. If any of the foregoing requirements have not been met, the Bid shall be read after the deficiency or deficiencies have been announced and noted. The City reserves the right to waive any condition, requirements, or technicality in the deficient Bid, this being entirely at the discretion of the City.
- X. The definitions, as described in the Conditions of Contract, included in these bidding documents, shall also be applied and used for bidding purposes.
- Y. By law (Section 13-1-191, NMSA, 1978) the City is required to inform Bidders of the following: (1) it is a third-degree felony under New Mexico law to commit the offense of bribery of a public officer or public employee (Section 30-24-1, NMSA, 1978); (2) it is a third-degree felony to commit the offense of demanding or receiving a bribe by a public officer or public employee (Section 30-24-2, NMSA, 1978); (3) it is a fourth-degree felony to commit the offense of soliciting or receiving illegal kickbacks (Section 30-41-1, NMSA, 1978); (4) it is a fourth-degree felony to commit the offense of offering or paying illegal kickbacks (Section 30-41-2, NMSA, 1978).
- Z. Assignments may involve the exchange of data, drawings, designs, including existing installation designs and drawings or other information or intellectual property that the COF considers confidential or proprietary. The awarded Offeror's must sign a Confidentiality Agreement if requested.

IV. Special Conditions:

- A. If awarded a contract, the undersigned Bidder agrees to substantially complete the work for final acceptance within 365 number of calendar days after issuance of the Notice to Proceed for base bid. If either one or both Additive Alternates is awarded the contract period will be increased by 60 days for each awarded.
- B. Bidder further agrees to pay as liquidated damages in the amount of \$1,000 for each consecutive calendar day thereafter that the work remains uncompleted.
- C. The Engineer's Opinion of Probable Construction Costs (OPCC) is \$3,576,014 for base bid, \$270,015 for additive alternate one, and \$118,807 for additive alternate two.
- D. Subcontractor's Listing Threshold: The Bidder shall list each Subcontractor on the Contractor's List of Subcontractor's (Attribute), that has provided a bid to them in the amount of \$17,880.07 or more.
 - a. Pursuant to Section 13-4-31 through 13-4-43 NMSA 1978, the Bidder shall submit the following information for each Subcontractor in the Attributes tab in the online bidding system who will perform work or labor or render service to the

Contractor in or about the construction Project in an amount in excess of the listing threshold specified in the Invitation to Bid:

- name of the Subcontractor;
 - City or County of the Subcontractor;
 - nature of the work which will be done by the Subcontractor (Category of Work).
- b. There shall be only one name submitted for each classification as defined by the Contractor in his Bid.
- c. The Bidder may be required to establish the reliability and responsibility of the proposed Subcontractors or of any manufacturer to furnish and perform the work in accordance with the Contract Documents and completion schedule, and may also be required to require performance and payment bonds of some or all Subcontractors in conformance with Sec. 13-4-37 NMSA 1978.
- E. All work to be performed between the hours of 7:00 a.m. to 5:00 p.m.
- F. This project will not be subject to a cost segregation study per the Conditions of Contract, Section 6.15, Paragraph 4.
- G. Conditions of Contract 6.16.3, Traffic Control and Work in the Right-of-Way is not required for this project.
- H. If the CONTRACTOR finds a conflict between the Contract Document provisions provided by the Owner and any federal requirements, he shall call it to the Owner's attention in writing at once and before proceeding with the Work affected. It shall be the responsibility of the Owner to determine which positions will prevail.
- I. Federal Assisted Construction Contracts
- a. Bidders are cautioned as follows: By signing the Contract for which this Bid is solicited, the Bidder will be deemed to have signed and agreed to the provisions of the "Certification to Non-segregated Facilities" as contained in the Specifications for this Project.
 - b. A certification of Non-segregated Facilities, as required by the May 28, 1968 order (33 F.R. 7808, May 28, 1968; 41 CFR Part 60-1, et seq) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a federally assisted construction contract exceeding Ten Thousand Dollars (\$10,000.00) which is not exempt from the provisions of the Equal Opportunity clause.
 - c. Certification by Bidder regarding Equal Employment Opportunity must be submitted with each Bid.
 - d. By submitting a response to this solicitation (RFQ/Bid/RFP) the business (Bidder/Offeror/Contractor) represents and warrants that it is not debarred, suspended, or placed in ineligibility status under the provisions of Federal Executive Order 12549.
 - e. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex or national origin. The

CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selecting for training, including apprenticeship.

- f. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices as provided setting forth the provisions of this nondiscrimination clause.
- g. The CONTRACTOR will, in all solicitations or advertisements for employment placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, ancestry, sex, sexual orientation, gender identity, spousal affiliation, physical or mental handicap, age or serious medical condition.
- h. The CONTRACTOR will send to each labor union or representative of workers with which he has collective bargaining agreements or other contracts or understandings, a notice advising the labor union or worker's representative of the CONTRACTORS' commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- i. The CONTRACTOR will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- j. The CONTRACTOR will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to CONTRACTOR's books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- k. In the event of the CONTRACTOR's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be canceled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the CONTRACTOR becomes involved in, or is threatened with, litigation with a Subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.
- l. The CONTRACTOR agrees to comply with any Federal Statutes or Regulations which are applicable to this Project including, but not limited to, the following:
 - i. All labor standards including those relating to the payment of wages, working conditions, anti-kickback prohibitions and equal employment, and in particular:

1. The provisions of Title 29 of the Office of the Secretary of Labor of the United States Government, Part 3, entitled "Contractors and Subcontractors on Public Building or Public Work Financed in whole or in part by loans or grants from the United States" (29 CFR Part 3);
2. The provisions of 29 CFR Part 5 entitled "Labor Standard Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction" as well as the "Labor Standard Provisions Applicable to Non-construction Contracts Subject to Contract Work Hours and Safety Standards Act".
 - ii. Those concerning relocation and related payments to in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 USC 4601 et seq;
 - iii. The National Environmental Policy Act of 1969, as amended (42 USC 4321 et seq);
 - iv. The Clean Air Act, as amended (42 USC 1857-1858 a);
 - v. The Federal Water Pollution Control Act, as amended (33 USC 1251-1376);
 - vi. The National Historic Preservation Act of 1966, as amended (16 USC 470 et seq);
 - vii. The Wild and Scenic Rivers Act (16 USC 1271-1281); 22.1.8. The Endangered Species Act of 1973, as amended (16 USC 1531 et seq);
 - viii. The Historic Sites, Buildings and Antiquities Act, as amended (16 USC 461 et seq);
 - ix. The Americans with Disabilities Act of 1990 (P.L.101-336, July 26, 1990), and any regulations adopted pursuant thereto;
 - x. The National Flood Insurance Act of 1968, as amended.
 - xi. The National Pollutant Discharge Elimination System Regulations for Storm Water Discharges, 40 CFR Parts 122, 123 and 124.
 - xii. Build America, Buy America (BABA) Act 2021 (P.L. 117-58, 70901-52).

V. Instructions to Bidders

- A. Submit all questions about the bid documents to the OWNER via the questions tab in the electronic bidding system no later than the Question Cutoff Date provided in the Event Details. Corrections or clarifications shall be made by addendum. Oral clarifications will not be binding.
- B. The Bidder shall submit with their bid a bid bond (proposal guarantee) equal to 5% of the total amount bid which shall be payable to the City in the form of certified check, cashier's check, money order, or Bidders' Surety Bond executed by a bona fide Surety Company authorized to transact business in the State of New Mexico on the form provided in the Bid documents. When the Agreement is executed, the guarantees of the unsuccessful Bidders may be returned upon Bidder's request. The Proposal Guarantee of the successful Bidder will be retained until the payment bond and performance bond have been executed and approved, after which it may be returned upon the successful

Bidder's request. Attorneys-in-fact who sign Bid Bonds must file with each bond a certified and effective dated copy of their power of attorney.

- C. Whichever deems in the best interest of the City, the City reserves the right to award the bid in total, by groups of items on the basis of individual items or any combination of these; or as otherwise specified in the bid terms unless the bidder qualifies his bid by specific limitations. Only the City is in a position to determine its own best interest, therefore the City must be the sole judge in determining the award analysis. Its decision must be final.
- D. The bidder certifies that this bid is genuine and is not made in the interest of, or on the behalf of, any undisclosed person, firm, or corporation, and that this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other Bidder or competitor.
- E. Bids shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for.
- F. Bids by a corporation must be executed in the corporate name by the president or vice-president (or other corporate officer accompanied by evidence of authority to sign).
- G. Bids by partnership must be executed in the partnership name and signed by a general partner.
- H. The CONTRACTOR shall be licensed under the proper classification(s) as outlined under the State of New Mexico's Construction Industries Division Rules and Regulations (latest edition). A CONTRACTOR not having the minimum license at the time of Bid opening shall be considered a non-responsive Bidder and their Bid will be rejected.
- I. Each addendum shall be made a part of the Contract Documents to the same extent as though contained in the original documents and itemized listings thereof. Each Bidder shall acknowledge receipt of each addendum in the space provided on the Invitation to Bid.
- J. Pursuant to Section 13-1-108 NMSA 1978, the total amount Bid shall exclude all applicable taxes including applicable state gross receipts tax or applicable local option tax. The OWNER will pay for any taxes due on the Contract and will pay any increase in applicable taxes which become effective after the date the Contract is entered into in addition to the Bid total based upon separate billings which the successful Bidder shall submit with each request for payment. Taxes shall be shown as a separate amount on such billing or request for payment and shall separately identify each tax being billed.
- K. To assist the OWNER with budget preparation, the Bidder shall complete Bidder's Estimate of Taxes (Attribute), and shall identify by name each tax Bidder believed to be applicable to this Contract and shall estimate the amount of each tax which will be charged on the entire Contract.
- L. In compliance with Public Works Section 13-4-13.1 NMSA 1978, Public Works Contracts, Registration of Contractors and Subcontractors. Contractors submitting bid pricing more than \$60,000 shall be registered with the New Mexico Department of Workforce Solutions

prior to submitting a bid to the City of Farmington. If a Contractor is not registered at the time of Bid opening, their Bid shall be considered non-responsive and will be rejected. Contractor's subcontractors shall also be registered. If a Contractor's Bid includes any subcontractor that is not registered, their Bid may be considered for award following substitution of a registered subcontractor for any unregistered subcontractor in accordance with Section 13-4-36 NMSA 1978. Bidders may find additional information on the registration requirements and forms at the following website: <http://www.dws.state.nm.us/dws-pubwage.html>

In conformance with Sections 13-4-37 and 13-1-148.1NMSA 1978 a subcontractor shall provide a performance and payment bond if the subcontractor's contract for work to be performed is valued at one hundred twenty-five thousand dollars (\$125,000) or more.

- M. In order to protect the lives and health of his employees, the CONTRACTOR shall comply with all pertinent provisions of the Contract Work Hours and Safety Standards Act as amended, commonly known as the Construction Safety Act and also known as the Williams-Steiger Occupational Safety and Health Act of 1970, together with the regulations promulgated in 29 CFR, Parts 1901 through Parts 1919.
- N. The **awarded** Bidder must submit their drug-free work place policy to the City of Farmington within 48 hours of the Notice of Award. If applicable, the Commercial Driver's License (CDL) requirements must be met within one (1) week of the Notice of Award. The CDL drug/alcohol testing policies and procedures must comply with Department of Transportation (DOT) drug-testing regulations as set forth in 49 CFR Part 40 and Part 382.
- O. In addition, the Bidder must have in place a drug/alcohol free workplace policy that applies to all employees of this work-site. This policy should include provisions for reasonable suspicion, pre-employment, and post-accident drug/alcohol testing.

VI. Award

- A. Award of the Bid will be given to the lowest responsible, responsive Bidder with meeting specifications.
- B. After Bids are opened and publicly read, the Bids will be tabulated for comparison on the basis of the bid prices and quantities shown in the Bid. Until final award by the City of Farmington, the City reserves the right to reject any or all Bids, to waive technicalities, and to re-advertise, or proceed to do the work otherwise when the best interests of the City will be realized hereby.

Bids will be considered irregular if they show any omissions, alteration of form, additions, conditions not called for, or irregularities of any kind. However, the City reserves the right to waive any irregularities and to make the award in the best interest of the City.

- C. The City reserves the right to reject any or all Bids, and all Bids submitted are subject to this reservation. Bids may be rejected, among other reasons, for any of the following specific reasons:

1. Bids received after the time limit for receiving Bids as stated in the advertisement.
 2. Bid containing any irregularities.
 3. Unbalanced value of any items.
- D. Bidders may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:
1. Reason for believing collusion exists among the Bidders.
 2. Reasonable grounds for believing that Bidder is interested in more than one bid for work contemplated.
 3. The Bidder being a party to any past, present, or a current interest of future litigation against the City.
 4. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 5. Lack of competency as revealed by a financial statement, experience and equipment, questionnaires, etc.
 6. Uncompleted work which in the judgment of the City will prevent or hinder the prompt completion of additional work if awarded.
- E. The successful bidder may not assign his rights and duties under an award without the written consent of the City's Central Purchasing Office. Such consent must not relieve the assignor of liability in event of default by his assignee.
- F. The City may make such investigations as it deems necessary to determine the ability of the Bidder to perform the Work. The Bidder shall complete the Statement of Bidder's Qualifications attributes. The City reserves the right to request additional information (Ex: Claims History, Financial Data, Surety, Safety, Key Personnel) and to reject any Bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the City that such Bidder is properly qualified to carry out the obligations of the Agreement and to complete the work contemplated by it; and such rejection shall not give rise to a cause of action against the City or Engineer, or impose a requirement upon the City or Engineer to divulge the information upon which such rejection is based.
- G. Within sixty (60) days after the time announced for opening Bids, the City may act either to accept a Bid or to reject all Bids. A conditional, qualified or unbalanced Bid may, at the discretion of the City, be rejected. Failure by the City to accept a Bid within the said time, or such additional time as the apparent lowest responsive Bidder shall agree to extend his Bid, shall constitute rejection of all Bids. The City may waive any informalities or minor defects or reject any and all Bids.
- a. The City may, unless otherwise noted on the Bid Proposal, award separate Contracts for the work contained in each Bid Proposal, or, in the interest of continuity, to one Contractor for two or more Bid Proposals.
 - b. The acceptance of a Bid will be evidenced by a Notice of Award in writing signed by a duly authorized representative of the City and delivered to the Bidder whose Bid is accepted, in the manner provided for giving written notices (reference paragraph 17.1 of the Conditions of Contract). No other act of the City shall

constitute acceptance of a Bid. The acceptance of a Bid shall obligate the Bidder whose Bid is accepted to acknowledge acceptance of the Notice of Award, furnish a performance bond and a labor, material and tax payment bond, if required, and execute the Contract (reference Section 1 of the Conditions of Contract, definition for "Contract Documents") and any or all other documents.

- H. A performance bond and a labor, material and tax payment bond, each in the amount of 100 percent of the Contract Price, with a corporate surety approved by the City, will be required for the faithful performance of the Contract on the forms provided by the City.
 - a. Attorneys-in-fact who sign the payment bond and performance bond must file with each bond a dated, certified and effective copy of their power of attorney.
- I. The successful Bidder(s) will be required, prior to execution of the Contract, to carry out all procedures required by anyone having jurisdiction over the site of the Work to gain authorization to do business in that jurisdiction.
- J. The party to whom the Contract is awarded will be required to execute the Agreement and obtain the performance bond and labor, material and tax payment bond and other required Contract Documents within ten (10) calendar days from the date when the Notice of Award is delivered to the Bidder. The Notice of Award shall be accompanied by the necessary Agreement, bond forms and other required Contract Documents. In case of failure of the Bidder to execute the Agreement, the City may, at his option, consider the Bidder in default, in which case the Proposal Guarantee accompanying the proposal shall become the property of the City.
 - a. The City, within ten (10) days of receipt of acceptable performance bond and labor, material and tax payment bond, Agreement, and other required Contract documents, shall sign the Agreement and return to such party a certified copy of the Contract. Should the City not execute the Agreement within such period, the Bidder may by written notice withdraw his signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the City.
 - b. The Contract Documents shall be executed with one (1) original which shall be held by the City of Farmington City Clerk. Electronic copies shall be distributed to the Contractor, City of Farmington Purchasing Division and the City of Farmington using department.
- K. Estimated Quantities and Unit of Measure
 - 1. The bid is a lump sum bid for base bid, as well as the Alternative Additives.
- L. Tests And Replacement of Defective Material
 - 1. The City reserves the right to test concrete provided by the Bidder to insure compliance with the applicable specification. The initial test will be ordered and paid for by the City and performed by a Laboratory chosen by the City. If the concrete fails the testing, all of the concrete from that batch will be deemed defective. Bidder has the right to order an additional test of the defective

concrete. Such additional test must be paid for by the Bidder. Bidder must promptly, without cost to the City and as specified by City, remove the defective concrete from the site(s) and replace it with non-defective concrete. A copy of the test results will be provided to the Bidder for all defective concrete. If Bidder does not remove and replace such rejected concrete within a reasonable time, as specified in a written notice from the City, the City may have the rejected concrete removed and replaced. All direct or indirect costs of such removal and replacement, including compensation for additional services, must be paid by Bidder.

M. Application of Preferences – Not Applicable due to Federal Funding

VII. Scope of Work/Services

The City of Farmington (COF) is seeking qualified General Contractors to submit proposals for construction services of the Farmington Boundless Journey Adventure Park – Phase 2, located at 312 E. Apache St, Farmington, New Mexico. Phase 2, construction will consist of 1.14 acres in the base bid, .20 acres in Additive Alternate 1, and .09 acres in Additive Alternate 2 of a multi-phase, all-abilities park that will be nearly 9 acres when completed. The park will incorporate physical, cognitive, social, sensory and communicative elements to enhance the play of our residents who have different abilities in a park absent and free of barriers that limit their experiences.

The project is funded by a Regional Recreation Centers – Quality of Life, HUD and CDBG Grants, all works shall follow grant requirements included in the bid documents. The Contractor shall provide all labor, materials, tools, equipment, supervision and other related items required to complete the project as per scope of work, specification and drawings prepared by Pland Collaborative Landscape Architecture. Park construction will include: demolition, grading, concrete pavement, concrete retaining wall, play equipment, play area surfacing, irrigation, planting, landscape mulches, site furnishings, fencing, rammed earth walls, site electrical and lighting.

The project area is divided into 6 sections that are designated for Federal procurement purposes. These sections do not affect construction sequencing. The sections are described as: Section 1, Nature Engagement Area, Section 2, North Walk and Pollinator Area, Section 3, Fitness Equipment and Turfgrass, Section 4, Play Equipment Mesa and Stage Area, Section 5, Riparian Area, and Section 6, Dog Park Area. Sections 1-4 are Base Bid. Section 5 is Additive Alternate #1, and Section 6 is Additive Alternate #2.