

ADDENDUM NO. ONE
PARK SHADE STRUCTURES
PROJECT NO. 20-46D
CITY OF THORNTON, CO

TO: Prospective Bidders and all others concerned

DATE: March 1, 2023

PURPOSE: To provide additional information and clarification to the solicitation documents for the above-referenced Project.

1. The following shall Add to, Modify, and/or Delete portions of the Project Manual and Drawings for the Project-noted above.

A. The Project Manual shall be modified as follows:

The Schedule of Contract Pay Items and Prices has been updated and is included in the attached "Bid Proposal – Revised Addendum No. 1".

2. The following questions and answers are provided for additional clarification to the Contract Documents.

Question 1: "Can road base be used in lieu of washed sand as depicted in the concrete pad detail? If so, what is the required depth?"

Answer 1: Yes. Road base may be used with a required 2-Inch depth.

Question 2: "Can you please verify the quantity associated with the retaining wall?"

Answer 2: The retaining wall is estimated to be 69 Linear Feet, 140 Square Feet.

Question 3: "Can you please verify the quantity associated with the 'fill dirt'?"

Answer 3: 120 Cubic Yards. This is based on the requirement to remove the playground equipment, underdrains and existing mulch. All of these items will need to be replaced with fill dirt.

Question 4: "The documents show mulch for the Tuck Ditch location, but there is no line item on the bid sheets. Can you please confirm the need for mulch?"

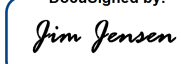
Answer 4: Yes. Red Cedar Mulch and edging is required for the Tuck Ditch Locations. It is included in the attached revised Schedule of Pay Items and Pricing.

Question 5: "Will the City accept shade structures manufactured by Poligon in the same sizes identified in the construction documents as an "approved equal"?"

Answer 5: Yes. Poligon manufactured equipment is acceptable provided the size are similar to those identified in the contract documents. Please note Contractor's are required to provide solar powered lighting as shown on the drawings.

3. The Pre-Bid Conference Minutes are attached for additional information.
4. This Addendum becomes part of the Contract Documents. All other conditions and requirements of the Contract Documents will remain unchanged. Receipt of this Addendum must be acknowledged in the space provided on the Bid Proposal Form in the Project Manual.

END OF ADDENDUM NO. ONE

DocuSigned by:	
	3/1/2023
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Jim Jensen	Date
Contracts Manager	

BID PROPOSAL

REVISED – ADDENDUM NO. 1

To: City of Thornton
Attention: Contracts and Purchasing Director
9500 Civic Center Drive
Thornton, Colorado 80229

The undersigned Bidder, having examined the Specifications, Drawings, and all other documents contained in the Contract Documents, and having examined the Project site where the Work is to be performed, and having familiarized itself with all local conditions affecting the Work and having knowledge of the cost of Work, hereby proposes to execute and perform the Contract set forth in these Contract Documents, of which this Bid Proposal forms a part, and shall do the Work therein described in accordance with the terms and conditions therein set forth, and shall furnish all required labor, Materials, Equipment, tools, Construction Equipment, transportation and services for said Work, and shall pay all applicable fees, permits, taxes, and other incidental costs, all in strict conformity with the Contract Documents, for an amount computed upon the basis of the quantity of Work actually performed at the Bid Proposal prices provided below.

It is understood that any listed quantities of Work to be performed at Unit Prices, except those items specified to be paid at plan quantity, are approximate only and are intended principally to serve as a guide in evaluating Bid Proposals, and the Work will be paid by measuring actual quantities and multiplying the actual quantity by the agreed upon Unit Price. Listed quantities of Work specified to be paid at plan quantity are given as a convenience to assist the Bidder during the bid process and are approximate only, and both Bidder and Thornton agree that regardless of the actual final in place quantity the items of Work specified to be paid at plan quantities will not be measured for payment, and payment will be made based on the plan quantity specified multiplied by the agreed upon Unit Price.

It is further agreed that any quantities of Work to be performed and Material to be furnished at Unit Prices may be increased or decreased as may be considered necessary, in the opinion of Thornton, to complete the Work fully as planned and contemplated and that all quantities of Work or Materials, whether increased or decreased, are to be performed at the Unit Prices set forth in the Bid Proposal, except as provided for in the General Conditions.

It is further agreed that any Lump Sum Prices may be increased to cover Changed or Extra Work ordered by Thornton, but not shown on the Drawings or required by the Specifications, in accordance with the provisions of the General Conditions. Similarly, they may be decreased to cover deletion of Work so ordered.

It is further agreed that any combination of Unit Prices and Lump Sum Prices contained in the Bid Proposal, as applicable, may be used by Thornton to price Changed or Extra Work regardless of the scope or quantity of the change, except as may be otherwise provided for in the General Conditions.

By submitting this Bid Proposal, the Bidder acknowledges its understanding that the Bid process is solely intended to serve the public interest, in achieving the highest quality of services and goods at the lowest price and that no right, interest, or expectation shall vest or inure to the benefit of a Bidder as a result of any reliance or participation in the process. In submitting this Bid Proposal, it is understood that the right is reserved by Thornton to reject any or all Bid Proposals and waive informalities or irregularities in Bid Proposals.

The undersigned further agrees, if awarded the Contract for the Work included in this Bid Proposal, to begin and to complete the Work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the Unit Prices, Lump Sum Prices, and Extended Prices inserted by it and understands that they are the Bidder's sole responsibility and that Thornton will not be responsible for any errors or omissions on the part of the undersigned Bidder in preparing this Bid Proposal.

The undersigned certifies that this Bid Proposal is genuine, not collusive, or made in the interest or behalf of any person not named as provided in the Instruction to Bidders and that the undersigned has not, directly or indirectly, induced or solicited any other Bidder, or induced any other person, firm or corporation to refrain from submitting a Bid Proposal, and the undersigned has not in any manner sought by collusion to secure for itself an advantage over any other Bidder.

The undersigned has attached a certified check without endorsement or conditions, payable to the City of Thornton, in the sum of five percent (5%) of the Bid Proposal, drawn on a bank which is a member of Federal Reserve System or which is a member of the Federal Deposit Insurance Corporation, or attach a cashier's check for five percent (5%) of the total Bid Proposal amount, or attach a Bid Bond written by a surety company approved by Thornton and listed in the most recent Federal Register Circular 570 or having a current Best's rating of A or better for five percent (5%) of the total Bid Proposal amount.

It is expressly understood that the check or bond is given as security and as a guarantee that the Bidder will, if awarded the Contract, timely execute the Contract, furnish an acceptable Performance Bond and Labor and Material Payment Bond on the forms included in the Contract Documents if required, furnish the required insurance, and furnish the other documents required by the Contract. The undersigned expressly acknowledges that the amount thereof represents the agreed damages that Thornton will sustain if the Bidder fails or refuses to execute and deliver within ten (10) Calendar Days from and including the date of the Notice of Award, the Contract, the required Performance Bond and Labor and Material Payment Bond, the required insurance, and the other documents required by the Contract, in which event said check or bond shall be immediately payable to and retained by Thornton.

The Bidder grants Thornton the right to hold the lowest three (3) Bid Proposals received, together with the accompanying Bid Proposal securities, for a period of sixty (60) Calendar Days after the date of submission of the Bid Proposals and to delay Notice of Award until the end of such time period.

The undersigned Bidder further grants Thornton the right to award this Contract on the basis of any possible combinations of base Bid Proposal and add or deduct alternate(s), if any, that best suits Thornton's needs.

The undersigned Bidder further agrees to furnish to Thornton all such information and data deemed by Thornton to be necessary to determine the ability of Bidder to perform the Work, and within two (2) Business Days of Bid Proposal submission, shall provide Thornton a completed Reference Authorization and Release Form, a copy of which is included herein.

The Bidder's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over the Project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

The undersigned Bidder acknowledges that the City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with firms which employ certain relatives of Thornton employees unless the City Council determines that the making of such a Contract is in Thornton's best interest. For the purposes of this Charter Section, relative shall include domestic partners. The undersigned Bidder attests to the following:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the Bidder or with this Invitation for Bid Proposals, except as follows (list, if none state "None"):

The undersigned Bidder acknowledges the following Addenda (if none, so state):

Addendum #	Dated	Initial
One	3/01/2023	

The undersigned Bidder expressly agrees to the following provisions:

- A. That the Bid Proposal stated shall include the utilization of the Subcontractor(s) and Supplier(s) listed in the List of Subcontractors/Suppliers below.
- B. That the Subcontractor(s) and Supplier(s) listed below shall not be changed by the Bidder unless the Subcontractor(s) or Supplier(s) are unable to perform due to bankruptcy, labor strikes, or termination of business by the Subcontractor(s) or Supplier(s).
- C. That any Subcontractor(s) and Supplier(s) shall be subject to Thornton's approval.

List below any Subcontractor(s) whose contract(s) exceeds ten thousand dollars (\$10,000).and the **proposed Shade Structure Manufacturer**.

	SUBCONTRACTOR/SUPPLIER	TYPE OF WORK
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____
11.	_____	_____
12.	_____	_____
13.	_____	_____
14.	_____	_____
15.	_____	_____

Attach additional sheet if more space is needed.

SCHEDULE OF CONTRACT PAY ITEMS AND PRICES

20-46D – Park Shade Structures

No.	Description	Unit	Qty	Unit Price	Cost
COMMUNITY PARK SHADE STRUCTURE					
1	Mobilization & Permitting	LS	1	\$	\$
2	Shade Structure with Solar Lighting Package	EA	1	\$	\$
3	Picnic Table	EA	3	\$	\$
4	Trash Receptacle	EA	1	\$	\$
5	Bench	EA	2	\$	\$
6	Concrete Slab (6-inch depth) (including concrete testing)	SF	2380*	\$	\$
7	Crusher Fines (6-inch depth)	SF	203*	\$	\$
8	Boulder (install only, furnished by COT)	EA	9	\$	\$
9	Fill Dirt	CY	120*	\$	\$
10	Demolition and Removal (Play equipment, fence, wood mulch at play area)	LS	1	\$	\$
11	Silt Fence	LF	100*	\$	\$
12	Sediment Log	LF	60*	\$	\$
13	Construction Fence	LS	1	\$	\$
14	Retaining Walls: New Interlocking Gravity Block	SF	140*	\$	\$
15	Project Bonding and Insurance (Entire Project)	LS	1	\$	\$
COMMUNITY PARK SUBTOTAL					\$
TUCK DITCH PARK SHADE STRUCTURE					
16	Mobilization & Permitting	LS	1	\$	\$
17	Deciduous Trees (2-inch Caliber, Accolade Elm)	EA	3	\$	\$
18	Shade Structure with Solar Lighting Package	EA	1	\$	\$
19	Picnic Table	EA	2	\$	\$
20	Trash Receptacle	EA	1	\$	\$
21	Concrete Slab (6-inch depth) (including concrete testing)	SF	600*	\$	\$
22	Demolition (turf, mulch, edging)	LS	1	\$	\$
23	Turf Restoration	SF	480*	\$	\$
24	Retrofit Irrigation	LS	1	\$	\$
25	Silt Fence	LF	180*	\$	\$
26	Sediment Log	LF	55*	\$	\$

No.	Description	Unit	Qty	Unit Price	Cost
27	Construction Fence	LS	1	\$	\$
28	Mulch (Washington Red Cedar) (3-Inch Depth)	CY	30	\$	\$
29	Steel Edging	LF	20	\$	\$
TUCK DITCH PARK SUBTOTAL					\$
WEST SPRATT PLATTE SHADE STRUCTURE					
30	Mobilization & Permitting	LS	1	\$	\$
31	Shade Structure	EA	3	\$	\$
32	Bench	EA	3	\$	\$
33	Picnic Table	EA	3	\$	\$
34	Trash Receptacle	EA	1	\$	\$
35	Concrete Slab (6-Inch depth) (includes base material and concrete testing)	SF	225*	\$	\$
36	Construction Fencing	LS	1	\$	\$
WEST SPRATT PLATTE SUBTOTAL					\$
TOTAL PRICE – ALL PARKS					\$

Due to the difficulty with estimating the quantity for those Pay Items Quantities noted with an *, the Bidders should assume that the final quantity for these Pay Items may vary by more than plus or minus twenty-five percent (25%) of the estimated quantity indicated. Unit Prices for such Pay Items are not subject to renegotiation regardless of the amount by which the actual quantity finally installed is above or below the estimated quantity indicated in the Bid Proposal form.

Indicate if you are claiming eligibility for Local Vendor Consideration by checking below, and if so, supply the required documentation.

☐ Yes, Bidder claims eligibility for Local Vendor Consideration.
☐ No, Bidder does not claim eligibility for Local Vendor Consideration.

SCHEDULE OF CONTRACT ITEMS AND PRICES

Total Bid Proposal _____ Dollars

(Words)

_____ Cents

(Words)

\$ _____

(Numerals)

Dated this _____ day of _____, 20____.

Firm Name: _____

Authorized Signer (Print Name): _____

Signature: _____

Title: _____

Bidder's Legal Status: _____

State of Organization: _____

Firm's Address: _____

Telephone: _____

E-mail: _____

Witness: (Attest and Seal if Bid Proposal is by Corporation)

REFERENCE AUTHORIZATION AND RELEASE FORM

By: _____, A Corporation
(Proposing firm), A Partnership whose address is:
An Individual

Offeror has submitted a sealed proposal to the City of Thornton (Thornton) for construction of the Park Shade Structures, Project No. 20-46D (Project).

Proposing Firm hereby authorizes Thornton to perform such investigation of proposing firm as it deems necessary to verify the qualifications, responsibility, trustworthiness and financial ability of Proposing Firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm. Proposing Firm further agrees to release and hold Thornton and the firm or agency providing reference information harmless from all liability resulting from providing the requested reference information to Thornton about the Proposing Firm.

Proposing Firm further authorizes Thornton to discuss and release reference information regarding Proposing Firm's performance as it will relate to this upcoming Project upon receiving a request for such information. Proposing Firm agrees to release and hold Thornton harmless from all liability associated with releasing such information about Proposing Firm.

Proposing Firm further waives its right to receive copies of reference information provided to Thornton. By signing below, Proposing Firm agrees with the terms of this Reference Authorization and Release and authorizes Thornton to obtain reference information concerning Proposing Firm.

A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

Signature Date

Print Name

Title

Project Name: Park Shade Structures
Project No.: 20-46D

Pre Bid Meeting Agenda

Date 2/21/2023

Time: 11:00 am

Location: Zoom Meeting

1. Introductions and Roles/Responsibilities

○ Thornton Staff:

- PM: Andrew Tadross
- CA: Paul Morris
- CC:
- Other:

○ Prime AE: Kim Nelson – RICK Engineering

2. Sign-In Sheet: Please send a chat message identifying your presence.

3. Bid Process (CA)

○ Schedule

- Bids due March 14, 2023 at 2:00pm at City Hall.
- Questions not taken after close of business on 3/4/23. Questions must be in writing (e-mail). Answers to all questions received before deadline will be answered in Addendum.

○ Bid Proposal Form

- Do not write conditions on the Bid form, do not write on the form except where input indicated. Also, do not leave blank spaces where input is requested. If “not applicable”, “none” or “\$0”, so state.
- Fill in subcontractors intended to be used on the Project whose subcontract will exceed \$10,000. Thornton’s intent is to not change these subcontractors after the Bid process to prevent bid shopping, except however, Thornton reserves right to reject subcontractors after the Bid.
- Acknowledge all Addenda in space provided.
- Sign and date Bid.

○ Bid Assembly

- Submit Bid Proposal sheets found on the COT website.
- Submit in a sealed envelope addressed to Contracts Manager and state Contractor’s name, Project Name, and Project No. on outside of the envelope.
- Include bid bond (your form or American Institute of Architects (AIA) form OK), cashier’s check, or certified check in amount of five percent (5%) of the base Bid.

- Product Substitutions
 - If products listed along with “or Equal”, Contractor may submit proposed equal substitution, however Thornton reserves the right to verify and/or reject the product as an “or equal” during the submittal process. If COT rejects the “or equal” aspect of the product, No Change Order would be allowed.
 - Substitution requests under “Or Equal” clauses in the specs must be received ten (10) Calendar Days prior to the Bid = close of business on 3/4/23. Products submitted and subsequently approved will be issued in Addendum. If product not approved by Addendum, bid only the specified products.
- 4. Project Design Overview (CA or PM and AE)
 - Schedule
 - COT anticipates NTP in late March
 - Milestones
 - We will be using electronic signature process.
 - NOA: Have 10 Calendar Days to get Bonds, Insurance certificates, additional insured Endorsements, and W-9 Forms back to Thornton.
 - Contract will be sent for e-sig after Bonds received.
 - Notice to Proceed “NTP” – note submission deadlines for product lists, schedules following NTP.
 - Substantial Completion – means only minor Punch List items remaining, owner’ issues Cert of Substantial Completion, which stops Contract time.
 - Contractor completes Punch List and gives written notice that Work is ready for final inspection and Initial Acceptance.
 - Final pay application certified by owner, (but not paid until below satisfied).
 - Advertisement period for verified claims (explain process).
 - Must submit affidavit on payment of subs/suppliers (AIA form OK), consent of surety to release final payment, O&M manuals, in service training, warranties and guarantees, etc., before Thornton will release final payment.
 - Initial Acceptance = start of Warranty Period.
 - Final Acceptance = end of Warranty Period.
 - Insurance
 - GC limits \$2M General Liability / \$5M Gen Aggregate (Thornton named as additional insured) and \$1M Auto Liability.
 - Scope of Work
 - Community Park
 - Retaining Wall

- Shade Structure
 - Ancillary items
 - Landscaping
- Tuck Ditch
 - Shade Structure
 - Ancillary Items
 - Landscaping
- West Spratt Platte
 - Concrete Pad
 - Shade Structures
 - Ancillary Items
 - Asphalt – Completed by COT
- Geotechnical
- Site Conditions
 - Active and Used Pak!
- Plans, Elevations, Details
 - Three sets... One for each park
- Technical Specifications
 - Concrete Specs
- Special Considerations, such as work hours, traffic restrictions, safety, etc.
 - Open Park

5. Special and General Conditions Review (CA)

- Permits
 - Building Permit no charge – Make sure all subs licensed in Thornton, and provide subcontractor permission slip to add their names when applicable.
 - Traffic Permit from COT (if trails are impacted)
- Use of Site – access, security, erosion control, trash removal, clean up, deliveries, securing tools and materials.
- Utility Coordination: Locates, clearance, temperature power, temperature water, service outages, etc.
- Submittals
 - CPM schedule (GC 3.10 within fourteen (14) Calendar Days of NOA). Bring to the Kick-Off Meeting
 - Submittal schedule (GC 3.12.5 due within fourteen (14) Calendar Days of NOA). Bring to Kick-Off meeting.

- Product list (SC1.13 D prelim list due within fourteen (14) Calendar Days of NTP).
- Shop drawings (SC 1.21 fourteen (14) Calendar Days for AE to review initial submittal, fourteen (14) Calendar Days to re-review previously rejected submittals).

6. Questions and Answers:

- a. See Addendum No. 1 Questions and Answer Sections.