

THE CITY OF THORNTON

REQUEST FOR CONTRACTORS PRE-QUALIFICATIONS

FOR

**THORNTON ACTIVE ADULT CENTER
SENSORY WALK LANDSCAPING**

PROJECT NUMBER 17-68B

DECEMBER 2023

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**III. NOTICE – REQUEST FOR CONTRACTORS
PREQUALIFICATION’S FOR

ACTIVE ADULT SENSORY WALK LANDSCAPING
PROJECT NO. 17-68B**

Notice of Request for Contractor Qualifications: The City of Thornton (“Thornton”) is requesting Statement of Qualification (SOQ) submittals from General Contractors (“Respondent”) interested in bidding on the **Active Adult Sensory Walk Landscaping, Project No. 17-68B**.

Thornton reserves the right to qualify Respondents based on size, type of work, past experience, employee benefits, safety ratings, and other factors as Thornton deems appropriate. There is no limit to the number of firms that may be prequalified, and it is Thornton’s intent to prequalify all Respondents deemed qualified by the selection committee.

Thornton intends to qualify Respondents based on their specific qualifications as they apply to the anticipated construction of the Active Adult Sensory Walk Landscaping Project.

Parks and Landscape:

- General Park & Landscaping Projects
- Nature-Play, Ecological Restoration, and Similar Landscape Construction Projects
- Landscape Projects with Limited Design Interpretation
- Irrigation Projects

Project Description: The Project consists of construction with limited design interpretation of a linear, 1/2-acre (approximate area), nature-play-inspired sensory walk landscape connecting the Thornton Active Adult Center (AAC) to the Skatepark at Margaret Carpenter Park as further described in the Contract Documents. The current project is located at 112th and Colorado in Thornton, Colorado.

The current Project includes a meandering, accessible, stabilized crusher fines path interwoven with a meandering nature-play-inspired landscape border (i.e. crafted boulder, stump and log elements) that creates a connected series of low balance features. At the eastern end of the sensory walk, near the AAC, the project includes a concrete patio with a stenciled labyrinth, benches, and a 4-post shade structure. At the western end of the sensory walk, on the knoll overlooking the skate park, the project includes a stump pyramid with a 3-post shade structure and informal seating. Along the sensory walk, the Project includes additional border features, colorful mini gardens, benches, and shade trees. The project includes low water, “Naturally Thornton” areas of grass and wildflowers surrounding the sensory path and gardens. Irrigation covers the full project area.

Note: Thornton may add or remove qualification categories as it deems appropriate. In addition, Thornton may add conditions to a specific Respondent's qualifications if deemed necessary by Thornton.

Contractors may request a copy of this RFQ in a Word document for ease of filling this form out. To request a copy in Word send your request to Andrew.Villarreal@ThorntonCO.gov.

PROJECT TYPES
Park and Landscape Projects:
New Parks, Landscaping Repairs, Landscaping Modifications,. Landscape Projects with Limited Design Interpretation, Nature-Play and Similar Landscapes
Irrigation Projects

Contractor submissions will be considered/reviewed by the selection committee.

Thornton utilizes the BidNet Direct System at www.BidNetDirect.com to distribute official copies for Contractor Qualifications ("RFQ") for use in preparing submittals. Respondents will be required to register with the website to download the RFQ documents and any subsequent addenda. There is no charge by BidNet Direct for this service. If you experience problems with the BidNet Direct website, please call 1-800-835-4603 for assistance. Respondent(s) are required to acknowledge all addenda with their submittal and are encouraged to either register with the website or to view the addenda posted on the Contract Administration bulletin board prior to delivering their submittal. Respondents that do not acknowledge all addenda may be considered non-responsive. Upon request, the RFQ documents, including addenda, are also available for viewing on the City of Thornton Website, <https://solicitations.thorntonco.gov/solicitations> or at the Contract Administration office located on the 2nd floor of City Hall at 9500 Civic Center Drive, Thornton, CO. Respondents that do not have download and/or printing capability in-house, may contact a commercial blueprint company or other reprographics company for assistance with downloading and printing the RFQ.

Submittal Location: Submissions will be accepted in person at City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326. Submissions may also be emailed to Andrew Villarreal, Contracts Administrator at the following email: Andrew.Villarreal@ThorntonCO.gov, or by U.S. mail, or courier service, addressed to: Andrew Villarreal, Contracts Administrator, City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326.

Late submissions may not be considered by the Selection Committee. If the SOQ is sent by U.S. mail or courier service, the SOQ shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate "**RFQ Enclosed, Active Adult Sensory Walk Landscaping, Project No. 17-68B**", on the outside of the mailing envelope or box.

All questions regarding the RFQ shall be directed in writing to Andrew Villarreal, Contracts Administrator, e-mail: Andrew.Villarreal@ThorntonCO.gov.

Date Published: November 22, 2023

Published at: BidNet Direct, COT Website and the Contracts & Purchasing Bulletin Board.

BY: _____
Dennis Laurita
Contracts Supervisor

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IV. REQUEST FOR QUALIFICATIONS

Thornton is soliciting written Statements of Qualifications from Contractors to be eligible to Bid on the **Active Adult Center Sensory Walk Landscaping, Project No. 17-68B**. To be eligible, the Respondent must be capable of supplying the Work as described herein and must meet all other criteria outlined in this RFQ. Thornton reserves the right to revise this process, to issue a new RFQ, or formally advertise and formally Bid any element of Work at Thornton's sole option.

It is Thornton's intent to prequalify Contractors for this project to meet the intent of the installation of elements for the project. Respondents will be qualified on a variety of factors including, but not limited to, experience, past-performance, safety record, financial standing, and workforce/employee factors. Prequalified Respondents will be invited to submit a Bid proposal in response to the Bid Solicitation. The bid packages will include a construction level set of plans and technical specifications. It is Thornton's intent to award the Project on the basis of the lowest responsive and responsible Bid proposal.

Thornton will evaluate the qualifications of Respondents and will notify prequalified Respondents prior to issuance of the Bid. Information regarding company and personnel experience, references, work history, staffing plan, training, employee benefits, employee hourly rates, financial standing, insurance and bonding capacity, litigation and claims history, safety record, and capability to perform the Work, and other information is requested via the attached Statement of Qualifications Form.

Subcontractors and suppliers will not be prequalified at this time; however, Thornton reserves the right to post-qualify any or all proposed subcontractors and suppliers and all subcontractors and suppliers shall be subject to Thornton's approval. In addition, the Respondents and proposed subcontractors must show a prior successful working relationship on similar type projects.

SECTION I – INQUIRIES AND INSTRUCTIONS

From the first advertised date of acceptance of submissions of qualifications, any Respondent that directly or indirectly contacts any member or employee of Thornton, or any person in connection with the prequalification selection process, is subject to disqualification except if it is to make an inquiry as provided herein, or to request general information about the RFQ, or the availability of any addenda related to the RFQ.

All inquiries relating to this RFQ shall be addressed in writing to:

City of Thornton
Attention: Andrew Villarreal, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326
E-mail: Andrew.Villarreal@ThorntonCO.gov

If a Respondent finds discrepancies in or omissions from the RFQ, or requires additional clarification of any part thereof, a written request for interpretation shall be submitted to

Andrew Villarreal, Contract Administrator. Any interpretation of, or change made to the RFQ will be made by written notification and will become part of the RFQ. Thornton will not be responsible for the accuracy of any other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing. To be given consideration for a bid, inquiries must be received, and Contracts prequalified prior to the date the Project is issued for bid.

SECTION II – SUBMITTAL DATE AND LOCATION

SOQ's may be submitted at any time prior to the closing date as noted below, however, they will only be reviewed by the Selection Committee for prequalification after the closing date below:

December 19, 2023 at 5:00 p.m.

Submissions may be emailed to Andrew Villarreal, Contract Administrator at the following email: Andrew.Villarreal@ThorntonCO.gov, or by U.S. mail addressed to: Andrew Villarreal, Contract Administrator, City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326. Submissions will also be accepted in person at City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326.

Late submissions may not be considered by the Selection Committee. If the SOQ is sent by U.S. mail or courier service, the SOQ shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate “**RFQ Enclosed, Active Adult Center Sensory Walk Landscaping, Project No. 17-68B**”, on the outside of the mailing envelope or box.

SECTION III – CONFIDENTIAL INFORMATION

Prior to selection of the prequalified Respondents, any information contained within the SOQ may be held confidential by Thornton pursuant to Colorado's Open Records Act (CORA), specifically Colo. Rev. Stat. 24-72-204(3)(a)(IV). After selection, the information within the SOQ becomes public information with the exception of information that has been clearly marked as confidential by the Respondent. **Any information marked confidential shall comply with CORA and other applicable statutes. Thornton shall be held harmless from any claims arising from the release of confidential information not clearly designated as such by the Respondent or which does not comply with CORA. In general, it is not acceptable to Thornton to mark information other than financial statements, Project financing data, litigation history, tax audit history, or client lists as confidential. Further, it is not acceptable to mark price information as confidential. Failure to adhere to these restrictions may result in the entire submission being deemed non-responsive.**

If a request to inspect the response materials, or any portion thereof, is made by a third-party, Thornton will endeavor to keep private materials marked confidential to the extent allowed by the CORA. The Respondent understands that Thornton may be subject to the provisions of CORA. Thornton will try to endeavor to inform the Respondent of any third-

party request for disclosure of such information pursuant to the CORA or as may be otherwise made to Thornton. If the Respondent requests that such information be held confidential and not disclosed by Thornton, the Respondent will assume the defense of such position, up to and including litigation, and will indemnify and save and hold harmless Thornton, its officers, and employees, from any expense, fees, costs, or liability associated with such third-party request or such litigation.

SECTION IV – DEFINITION, CONTEXT, AND GENDER

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

SECTION V – CONDITIONS OF SOQ SUBMITTAL

1. Only prime General Contractors are required to submit prequalification documents. Subcontractors and suppliers may be post-qualified, using Thornton's post-qualification form, during the bid evaluation process, and all subcontractors and suppliers shall be subject to Thornton's approval.
2. All Respondents shall comply with all conditions, requirements, and specifications contained herein, and any departure from such conditions, requirements, or specifications may constitute sufficient cause for rejection of the entire SOQ.
3. Only one (1) SOQ will be accepted from any Respondent. This includes each member of a joint venture.
4. For joint ventures, a SOQ shall be completed by each Respondent in the joint venture and shall be submitted in a single package. Joint ventures shall be comprised of not more than two (2) single Respondents.
5. Information submitted for the prequalification process shall become the sole property of Thornton. To the extent permitted by law, financial information and litigation and claim information will be considered confidential (if marked as such by the Respondent) by Thornton and will not be subject to review by outside individuals or organizations. Upon request, financial information and litigation and claim information of Respondents that are not prequalified may be picked up by the Respondent, or at their option they may direct Thornton to shred the documents. If not picked up by respondent within ten (10) Calendar Days of notification of not being prequalified, Thornton may at its sole option shred these documents.
6. Material misstatements on any of the SOQs' forms may be grounds for rejection of the Respondent's SOQ on this Project. Any such misstatement, if discovered after a Contractor has been notified of being prequalified, or award of a Contract to such Respondent, may be grounds for immediate termination of the Contractors Contract

and/or rescinding the Contractors prequalified status. Additionally, the Respondent will be liable to Thornton for any additional costs or damages to Thornton resulting from such misstatements, including costs and attorney's fees for collecting such costs and damages.

7. Each Respondent submitting a SOQ will be notified of their prequalified status by Thornton.
8. No Respondent will be considered for prequalification if it is in arrears, indebted, debarred or is in default on a contract or obligation, either as surety or in any capacity, with Thornton.
9. Thornton reserves the right to reject any and all SOQ's, or any part thereof. Thornton further reserves the right to waive any formalities, or informalities contained in any SOQ's, and to prequalify the most responsive, responsible, and trustworthy Respondent as deemed in the best interest of Thornton.
10. All SOQ's shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional materials. (Electronic format preferred)
11. All costs, including travel and expenses incurred in the preparation of the SOQ, shall be borne solely by the Respondent.
12. Thornton will not return SOQ's, or other information supplied to Thornton, to the Respondents.
13. Thornton reserves the right to require the submission of additional information, clarification of information, or other information that may have been inadvertently omitted from the submission upon request.
14. Prequalifying a Respondent shall not deprive Thornton of the right to reject any SOQ's where other circumstances and developments have, in the opinion of Thornton, changed the qualifications or responsibility of the Respondent.
15. The Respondent understands and agrees, that Thornton reserves the right to reject any or all SOQ's, to request additional information, to waive irregularities therein determining a Respondent's qualifications, and to qualify Respondents that it deems are in the best interest of Thornton. All Respondents submitting SOQ's shall agree that such rejection or decision shall be without liability on the part of Thornton for any damage or claim brought by any Respondent because of such rejections or decisions, nor shall the Respondent seek any recourse of any kind against Thornton, its officers, employees, agents, or its consulting engineer(s) because of such rejections or decisions. The signing of the prequalification document shall constitute an agreement of the Respondent to these terms and conditions.
16. Thornton reserves the right to ask for updates to this information if in Thornton's opinion, enough time has elapsed to question the accuracy of this information, and or if Thornton believes that a Contractor's information may have substantially

changed. **In addition, Thornton may elect to require prequalified Respondents to provide annual or periodic updates as it deems appropriate.** Failure to return a requested annual update is grounds for suspension or rejection of the Respondent's prequalification status at Thornton's sole discretion.

17. As referenced in the required Appendix E Acceptance of Conditions Statement, Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any contract involving an amount in excess of one hundred dollars (\$100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect, in the Respondent or this RFQ. Certain other restrictions may also apply to contracts in which an employee, member of a board or commission, City Council member or member of their family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member.
18. By submission of the Qualification Affidavit, bank letter of reference, and the bonding company letter required herein, the Respondent certifies that it has adequate financial capacity to perform the anticipated Work. **The Respondent shall not submit proprietary financial information such as financial statements, depreciation statements, or balance sheets.**
19. It is the Respondents sole responsibility to understand which projects they are prequalified to bid and to only submit bids for these projects. If uncertain, Respondents should refer to their prequalification letter or check the bid documents for a list of prequalified Contractors for that project. Thornton will not accept bids from Contractors who are not prequalified for the project. Further, Thornton shall not be responsible for any and all bid preparation costs for bids prepared and submitted, but rejected by Thornton because the Contractor was not prequalified for the project.
20. Thornton will attempt to notify prequalified contactors by email when new Bid packages are posted to the website, however, email notifications can be subject to a variety of conveyance complications, and there is no guaranty that these notifications will reach their intended recipients. Therefore, it shall be the Contactors sole responsibility to monitor the website for newly added projects released for bid. As a requirement to bid, all prequalified Contractors must sign and notarize the attached affidavit agreeing to perform the required website monitoring.

Non-compliance with one (1) or more of the above requirements is grounds for disqualification at Thornton's sole discretion.

SECTION VI – EVALUATION OF SOQ's

All SOQ's will be evaluated by a Selection Committee assigned by the City Manager, or his designee. SOQ's shall be evaluated on the basis of the Evaluation Criteria set forth herein. In addition, any other pertinent information which becomes available during the evaluation, interview, reference checks, or negotiations may be considered in the evaluation. Thornton's intent is to prequalify all qualified Respondents. However, Thornton, at its sole

option, reserves the right to short list additional Respondents, less Respondents, or any number of Respondents which it deems to be in the best interest of Thornton on individual projects due to the unique circumstances of each project. The Sole discretion to shortlist firms on particular projects is at Thornton's sole discretion. Pursuant to Thornton policy, the Selection Committee shall make the final determination of the Respondents selected for general prequalification and/or for specific projects under this RFQ.

Thornton's Selection Committee shall have sole authority to review, evaluate, and determine the Contractor's qualifications using the below selection criteria as well as any other relevant criteria that may become available. The Selection Committee may decide a Contractor is qualified or not qualified based on any one factor, and/or on multiple factors at its sole discretion. The criteria is not weighted for importance, but will be individually evaluated as to importance, relevance, and acceptability.

SECTION VII – EVALUATION CRITERIA

In determining a Respondent's qualifications, the following factors will be considered:

1. Whether the Respondent maintains a permanent place of business in Colorado, or can demonstrate its ability to establish and maintain a place of business away from its established business location(s), and can demonstrate experience in successfully doing so on several similar projects, and if not located in Colorado, can demonstrate through references, that they have performed work in Colorado, are responsive to communications, including defective items and warranty work;
2. Equipment and resources available to perform the Work properly and expeditiously within the time available;
3. Financial resources to meet obligations incidental to the Work;
4. The Respondent's historic record of successful project completion, with minimal interference to the public or of public complaints, as demonstrated through references;
5. Appropriate technical past experience of the Respondent, and the Respondent's key-personnel (resumes of key-personnel detailing similar experience on other projects);
6. The Respondent's safety program and safety record on completed and ongoing projects over the past three (3) years. Criteria will be evaluated as follows:
 - a. Experience Modification Rating (EMR) for each of the past three (3) years. Contractor's three (3) year average EMR should be no greater than 1.0. If a Contractor's three (3) year average EMR is greater than 1.0 but less than 1.2, it is subject to Committee review (which may lead to possible disqualification) and Thornton may ask Contractor to submit additional information about its safety program to the Selection Committee to help assess eligibility.* Any three (3) year average EMR greater than 1.2 is grounds for disqualification without further review at Thorntons discretion;

- b. Total Recordable Incident Rates (TRIR); (will be evaluated on a case by case basis).
- c. Days Away Restricted Time (DART); (will be evaluated on a case by case basis).
- d. Company fatalities within the last three (3) years (will be evaluated on a case by case basis).

***Note: Contractor should be prepared to provide additional documentation including, but not limited to, a thorough description of accidents, OSHA 300 logs, and letter(s) from insurance carrier, if Thornton notifies Contractor there is a concern about any rating related to its safety program.**

- 7. No Respondent in arrears on any obligation to Thornton or to any other public owner;
- 8. Pending or completed relevant legal actions against the Respondent that, in Thornton's opinion, could impact the company's ability to complete this Project or demonstrate a pattern of excessive, or inappropriate legal actions;
- 9. Historical record working/dealing with several Governmental, multi-jurisdictional permitting agencies for a single project;
- 10. Successful completion of at least one (1) project that is similar in scope to the current project that required limited design-interpretation, field fitting of natural elements coordinated with Owner input, and was a nature-play or nature-play-inspired parks or landscape project in nature. Project must have been completed in the last five years.
- 11. Qualifying projects must be similar in nature to the representative types of project(s) listed in the SOQ. All qualifying experience and projects must have been completed within the past five (5) years;
- 12. Qualifying projects must have demonstrated the existence of a successful relationship with owner agencies as determined by references;
- 13. Qualifying Respondents shall provide information on the disciplines and/or types of construction that they would generally self-perform if awarded a project;
- 14. Available bonding capacity must be **three million dollars (\$3,000,000)** or higher. The Contractor shall have the ability to bond all Projects at one hundred percent (100%) of the construction value. Note that Respondent's prequalified status will be automatically rejected on an individual project basis if the required bonds for the specific project cannot be obtained.
- 15. Respondents' surety or sureties must be listed in the Federal Circular 570 and must be approved by the City of Thornton (Thornton). In no case will sureties with less than an A.M. Best's A rating be approved.
- 16. Respondents ability to demonstrate that their staffing plan and personnel procurement, workforce development and training, current hourly rates of pay, and

employee benefits shall be within a normal and acceptable range for the industry and the local community:

- a. Respondents are responsible for demonstrating that the combination of current pay roll wages and benefits provided to employees meets or exceeds the market standards for the local community, or, Contractor must certify that hourly wages meet or exceed the applicable Adams County Davis Bacon Wage Determination (acceptable benchmark). Alternatively, Thornton will review hourly pay ranges for key positions within the Contractor's field organizational structure. Wages for salaried management personnel do not need to be provided.
 - b. The Selection Committee will review and evaluate combined hourly wage rates and benefits and compare those against other Respondents and against other wage information as it deems applicable and/or appropriate at its sole discretion.
 - c. The Selection Committee has the right to request clarifying information and/or actual pay roll documentation to verify the accuracy of the submitted information. Respondents could be disqualified if it is determined that the pay ranges are not accurate based on actual payroll information provided.
17. Respondents eligibility will be based on the evaluation of all factors listed above as well as the following:
- a. Respondent's previous performance on work for Thornton or other municipal or quasi-municipal owners;
 - b. Overall experience of the principal Respondent;
 - c. The experience of the key personnel;
 - d. References obtained from owners of similar projects;
 - e. Financial condition of the Respondent;
 - f. Bonding capacity and insurance coverage of the Respondent;
 - g. Dispute/litigation and claim history; and
 - h. Information listed in Appendix A.
 - i. Respondents safety ratings.

SECTION VIII – INSTRUCTIONS

SOQ submittals shall include:

1. Any Respondent that wishes to be prequalified is required to complete and submit:

- **Electronic Submission:**
SOQ
and Litigation and claims history in a separate file
- **Hard Copy Submission:**
Paper hard copy
and One (1) thumb drive with SOQ
and litigation and claims history in a separate file.

Clearly mark the original document as such. Each page shall be numbered and information shall be ordered as outlined below. **Submit only one (1) copy of the litigation and claim information documents. The litigation and claim information shall be contained in a separate sealed envelope marked, respectively, on the outside “Confidential Litigation and Claim Information - <Respondent name>”, and this envelope shall be placed inside the Statement of Qualification submittal envelope.**

2. A cover letter shall state the name, address, email, and telephone number of the Respondent submitting the SOQ, and shall bear the signature of the person having the authority to agree to the terms of the SOQ for the Respondent, and bind the Respondent in a formal Agreement with Owner if selected for project award.
3. The Statement of Qualification Form in Appendix A shall be completed in full by typing or legible hand lettering in black or blue ink. All sections (including instructions and forms) included in this document shall be submitted. Where space provided for responses is inadequate, supplement with additional referenced attachments as necessary.
4. Completed Appendix B – Respondent’s Qualification Affidavit.
5. Completed Appendix C – Reference Authorization and Release Form.
6. Completed Appendix E – Acceptance of Conditions Statement.
7. Completed Appendix F – Respondent’s Certification Affidavit.
8. Any other information deemed necessary by the Respondent.

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APPENDIX A – STATEMENT OF QUALIFICATIONS FORM

Please consider my request to be prequalified in response to **Notice of Request for Contractor Qualifications, Project No. 17-68B.**

Use additional sheets wherever necessary.

Full Legal Name of Respondent/ company: _____

Contact Name: _____

Respondent Address: _____

Phone Number: _____

E-mail(s) where all correspondence and requests for bids will be sent.

Contact e-mail: _____

Contact e-mail: _____

Contact e-mail: _____

1. How many years has your organization been in business as a General Contractor under the current business name? _____

2. How many years has your organization been in business under other business name(s)? _____ List other names: _____

3. If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

4. If a partnership, answer the following:

Date of organization: _____

Type of partnership: _____

(General/Limited/Assoc)

Name and address of all partners: _____

5. If other than a corporation or partnership, describe the organization form and provide the name and address of all principals: _____

6. List the trades and the percent of the work you normally perform with your own forces:

_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

7. Have you ever failed to complete any work awarded to you? _____ If so, indicate when, where, and why below. Have you ever been declared in default on a contract? If "yes," indicate when, where, and why below.

8. Has any director, officer, or partner of the Respondent ever been a director, officer, or partner of another organization that failed to complete a construction contract? _____ If "yes," state circumstances below.

9. Have you ever failed to be awarded a contract on which you were the low Respondent? _____ If "yes," state when, where, and why below.

10. Has the Respondent in the past two (2) years, or is the Respondent at the present time, late in the completion of any projects for a government agency? _____ If "yes," list all applicable projects and state when, where and why below.

11. Liquidated Damages and/or disputes: List all government or agency projects in the last three (3) years where Liquidated Damages were or may be assessed, and where substantial disputes on projects occurred or are currently occurring. Attach a detailed explanation, using an additional sheet if necessary.

12. Has the Respondent's bonding company been contacted in the past two (2) years concerning either the late completion of a project or the non-payment of subcontractors or suppliers? _____ If "yes," please explain the circumstances in detail.

13. List all major construction projects the Respondent currently has under contract in Colorado on this date. Include the following information for each project listed:

Project Name _____
Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Original Scheduled Completion Date _____
Change Order Amount to Date _____ Current Scheduled Completion Date _____

Project Name _____
Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Original Scheduled Completion Date _____
Change Order Amount to Date _____ Current Scheduled Completion Date _____

Project Name _____
Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Contract Amount _____ Contract Date _____
Percent Complete _____ Original Scheduled Completion Date _____
Change Order Amount to Date _____ Current Scheduled Completion Date _____

May list projects under separate cover

14. List major construction projects (**for each category**) that the Respondent has completed in Colorado in the past five (5) years. Respondent must have a significant, recent, similar, experience to be considered qualified as described in Section I. Include the following information for each project listed:

Note: Representative projects must demonstrate work under the requested qualification, and demonstrate the following:

- **Respondent is the prime contractor**
- **Representative projects must demonstrate that the work performed on the project is similar to work in the requested category**
- **Representative project(s) must demonstrate the need for limited design-interpretation and field fitting of natural elements in a landscape or parks related scope**
- **Include images/portfolio sheets of completed projects of similar scope**

#1 Project Name _____
Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Original Contract Amount _____ Final Contract Amount _____
No. of Change Orders _____ Contract Date _____
Original Completion Date _____ Actual Completion Date _____
Dollar value of work broken out by this category of work _____
Description of the work performed under this category of work

#2 Project Name _____
Owner _____ Phone Number _____
Architect/Engineer _____ Phone Number _____
Original Contract Amount _____ Final Contract Amount _____
No. of Change Orders _____ Contract Date _____
Original Completion Date _____ Actual Completion Date _____
Dollar value of work broken out by this category of work _____
Description of the work performed under this category of work

#3 Project Name _____
 Owner _____ Phone Number _____
 Architect/Engineer _____ Phone Number _____
 Original Contract Amount _____ Final Contract Amount _____
 No. of Change Orders _____ Contract Date _____
 Original Completion Date _____ Actual Completion Date _____
 Dollar value of work broken out by this category of work _____
 Description of the work performed under this category of work

15. Capacity and Capability to perform the Work.

a. Resources:

(1) Total number of current employees in the following positions:

Project Managers: _____	Estimators: _____
Superintendents: _____	Foremen: _____
Tradesmen: _____	Administration: _____
Others: _____	

(2) Does the Respondent have the immediate capacity to perform the Work required for Projects seeking prequalification on?

[] Yes [] No

16. Provide resumes of your proposed Project Manager(s) and Superintendent(s) and include references for each from owners and consulting engineers or architects for their last three (3) projects. Of the similar completed projects listed previously, indicate which were worked on by your proposed Project Manager and Superintendent.
17. Include a proposed project organization chart showing key staff, their area of responsibility, and the date they will be available to begin work on the Project. If proposing on different types of construction, provide an organization chart showing key staff for each type of work.
18. List major equipment available for this Project and whether the equipment is owned or long-term leased.
19. Indicate the Respondent's resources available for cost estimating, scheduling, project management (document and issue tracking), procurement, and cost tracking, including software utilized and the staff member(s) assigned to this Project that have expertise in its use.

20. List key subcontractors and suppliers likely to provide services and/or materials on the Contract:

<u>Subcontractor/Supplier</u>	<u>Service/Materials</u>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

If Contractor self-supplies or has an intended supplier for boulders, tree logs, and other natural materials please specify above.

21. Safety record.

a. Provide the Respondent's incidence rate of not-fatal occupational injuries and illnesses per one hundred (100) full time workers (Total Recordable Incident Rates or TRIR rate) as defined by the Bureau of Labor Statistics Table 1 over the prior three (3) year period, and the three (3) year average rate. Refer to <http://www.bis.gov/iif/oshsum.htm>. (If you do not have complete 2022 numbers yet, use the most current three year period that you have):

2020 -

2021 -

2022 -

Three (3) year average -

b. Provide the Respondent's Workers' Compensation Experience Modification Rate Factor (EMRF) for the prior three (3) years, by year, and the three year average, from the National Council on Compensation Insurance, Inc. (NCCI, www.ncci.com).

2020 -

2021 -

23. List states and categories in which the Respondent is legally qualified or licensed to do business.

24. Bank References:

a. Provide the contact name, bank name and address, and telephone number of the Respondent's banking references.

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

b. Provide a letter of reference from the Respondent's primary operating bank.
Bank Letter attached: Yes ____

25. Bonding Company:

a. Provide the contact name, company name, address, and telephone number of the Surety used by the Respondent. Also include the contact name, company name, address and telephone number of the bonding agent used by the Respondent if different from the Surety.

b. Provide a letter from the bonding agent indicating the **Respondent's bonding capacity**. Indicate what portion remains of this bonding capacity at the time of Qualification submittal.
Bonding Company Letter attached: Yes ____

26. Insurance Company:

a. Provide the name, address, and telephone number of the Respondent's insurance agent(s) and the names and ratings of the insurance companies.

Workers' Comp: _____
General Liability: _____
Builder's Risk and/or Installation Floater: _____
Auto Liability: _____
Other: _____

b. Provide certificate(s) of insurance outlining coverage and policy limits or higher as shown in Appendix D.

Insurance Certificate attached: Yes ____

c. Indicate if any of the coverages can be increased, and whether there are any current claims that will affect coverage limits available to Thornton for this Project.

27. **In a separate sealed envelope or electric file** labeled with the Project name and number, the Respondent's name, the date submitted, and marked "CONFIDENTIAL – CLAIM AND LITIGATION RECORD", provide the following:

a. A list of the projects, along with address and telephone number of the owner, to which the Respondent or any of the Respondent's directors, partners, or officers were party in their role as director, partner, or officer of the Respondent, during the previous ten (10) years if such projects were the subject of formal arbitration or litigation of any type. If the dispute resulted in a confidential settlement agreement, the names of the parties involved may be redacted, but the project must be listed.

b. Indicate if any judgments have been entered against the Respondent or against any of the Respondent's directors, partners, or officers within the last five (5) years. If so, provide a list of Judgment Creditors, where docketed and date, and amount, for each. Indicate if any of the judgments included an award of attorneys' fees as a sanction. If yes, explain why.

c. A list of current lawsuits that are pending at this time against the Respondent, or against any of the directors, partners, or officers of the Respondent. Indicate the Parties and summarize the nature of the dispute.

Claim and Litigation History attached in separate envelope: Yes ____

OR

We have had no claims and no litigation in the past ten (10) years - Yes ____

28. Was the Respondent or any of its directors, partners, or officers ever suspended, debarred, or determined to be ineligible from entering into Contracts with any federal, state, or local governmental entity? _____ If "yes," give details:

29. Criminal Convictions:

Indicate if the Respondent, or any of its officers, employees, subsidiary companies, or affiliates has pled guilty, nolo contendere, or been convicted of any crimes, including petty offenses, misdemeanors, and felonies, in any jurisdiction in the United States related to perjury, bidding, labor, taxes, wages, safety, environmental, or performance of construction contracts within the past five (5) year period. _____

30. Provide information on the following:

a. Respondent's workforce development and training.

Submit a description and or documentation of your work force development and training policy/plan.

b. Respondent's staffing plan and personnel procurement plan.

Submit a description and or documentation of your staffing plan and personnel procurement policy/plan.

31. Provide information which demonstrates that the following areas of emphases are within the normal and acceptable range for the industry and the local community:

a. Respondent's employee benefits.

Indicate which benefits the Respondent currently provides to your employees. Check all that apply:

Health Care	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Paid time off (PTO), Vacation, Sick Leave	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
Retirement/Investment Program (IRA/401k)	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

b. Respondent's hourly rates of pay.

Indicate if your company currently pays equal to or greater than the following employee hourly rate benchmark, indicate Yes or No:

Current Adam's County Davis Bacon wage determination (Highway):

Yes No

If No, please provide the following hourly rates of pay (*do not include fringe benefits*):

Foreman:

At the lead level, assists in supervising and coordinating activities of construction workers engaged in various phases of construction.

Highest paid \$ _____
Lowest Paid \$ _____
Average \$ _____

Heavy Equipment Operator:

Includes: Track hoes, loaders, back hoes, etc.

Highest paid \$ _____
Lowest Paid \$ _____
Average \$ _____

Small Equipment Operator:

Includes: Rubber tire backhoes, skid steers, etc.

Highest paid \$ _____
Lowest Paid \$ _____
Average \$ _____

Truck Driver:

Includes: Lowboys, tractor trailer, dump trucks, etc.

Highest paid \$ _____
Lowest Paid \$ _____
Average \$ _____

General Laborer:

Includes: General unskilled labor, etc.

Highest paid \$ _____
Lowest Paid \$ _____
Average \$ _____

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APPENDIX C – REFERENCE AUTHORIZATION AND RELEASE FORM

REFERENCE AUTHORIZATION AND RELEASE FORM

Date: _____

To: City of Thornton

From: _____ (A Corporation, Partnership, Sole Proprietor) whose address is

(Respondent).

Respondent has submitted qualifications to the City of Thornton (Thornton) in response to the **Active Adult Sensory Walk Landscaping, Project No. 17-68B**.

Respondent hereby authorizes Thornton to perform such investigation of Respondent as it deems necessary to verify the qualifications, responsibility, trustworthiness and financial ability of Respondent. By its signature hereon, the Respondent authorizes Thornton to obtain reference information concerning the Respondent. Respondent 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 Respondent.

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

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

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

By: _____

Signature

Title: _____

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APPENDIX D – (EXAMPLE) GENERAL CITY OF THORNTON TYPICAL INSURANCE REQUIREMENTS

INSURANCE

A. The Respondent agrees to procure and maintain in force during the term of this Contract, at its own cost, the following coverages:

1. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.
2. Commercial General Liability Insurance **(MINIMUM LIMITS)**
 - (a) Each Occurrence \$2,000,000.00
 - (b) Products/Completed Operations Aggregate \$2,000,000.00
 - (c) Personal and Advertising Injury \$2,000,000.00
 - (d) General Aggregate \$4,000,000.00

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (1) premises-operations; (2) products and completed operations including materials designed, furnished and/or modified in any way by Respondent; (3) independent subcontractors; (4) contractual liability risk covering the indemnity obligations set forth in this Contract; and (5) where applicable, liability resulting from explosion, collapse, or underground exposures.

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination or completion of the Contract. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Contract.

3. Umbrella policy for the Commercial General Liability Insurance with limits of not less than two million dollars (\$2,000,000).
4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the Respondent's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired and employee autos.

5. Other insurance, with varying limits, which from time to time, may reasonably be required by the mutual agreement of Thornton and Respondent against other insurable hazards relating to the Work to be done, shall be provided.
6. Builder's Risk Insurance Policy with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion, less the value of the Materials and Equipment insured under Installation Floater Insurance. The value shall include the aggregate value of any Thornton-furnished Materials and Equipment to be erected or installed by the Respondent not otherwise insured under Installation Floater Insurance. The value of Thornton-furnished Materials and Equipment is estimated to be \$TBD.

The policy shall protect the Respondent, subcontractors, and Thornton from all insurable risks of physical loss or damage to Materials and Equipment not otherwise covered under Installation Floater Insurance, while in warehouses or storage areas, during installation, and during testing. Builder's Risk shall remain in effect until Initial Acceptance of the Project by Thornton. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular Work to be performed under this Contract. The policy shall provide for losses to be payable to the Respondent and Thornton as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Respondent or Thornton.

Material and Equipment such as pumps, engine-generators, compressors, motors, switch-gear, transformers, panel boards, control equipment, and other similar equipment shall be insured under Installation Floater Insurance when the aggregate value of the Material and Equipment exceeds ten thousand dollars (\$10,000). The policy shall provide for losses to be payable to the Respondent and Thornton as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Respondent or Thornton.

7. Installation Floater Insurance Policy with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion, less the value of the Materials and Equipment insured under Builder's Risk Insurance. The value shall include the aggregate value of any Thornton-furnished Materials and Equipment to be erected or installed by the Respondent not otherwise insured under Builder's Risk Insurance.

The policy shall protect the Respondent, subcontractor, and Thornton from all insurable risks of physical loss or damage to Materials and Equipment not otherwise covered under Builder's Risk Insurance, while in warehouses or storage areas, during installation, during testing, and after the Work under this Contract is completed. The policy shall be of the "all risks" type, with

coverages designed for the circumstances which may occur in the particular Work to be performed under this Contract. The policy shall provide for losses to be payable to the Respondent and Thornton as their interests may appear. The policy shall contain a provision that in the event of payment for any loss under the coverage provided, the insurance company shall have no rights of recovery against the Respondent or Thornton.

- B. Respondent shall procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Respondent. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination or completion of the Contract. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Contract.
- C. Respondent shall cause any subcontractor to procure and maintain adequate levels of insurance coverage for Workers' Compensation, Commercial General Liability, Automobile Liability, and other coverages Respondent may require. Respondent shall prepare a schedule of required coverages for each of its subcontractors and shall submit such schedule to Thornton prior to any subcontractor commencing any Work under the Contract. Such coverages for any subcontractors shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Respondent.
- D. The Respondent shall name Thornton, its officers, agents, and employees as additional insureds for completed operations with respect to the Commercial General Liability and Auto Liability coverages above. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by the Respondent's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton **prior to commencement of any Work under this Contract**. The initial completed Certificate(s) of Insurance and Additional Insured Endorsement(s) shall include the Respondent's e-mail address for future inquiries and updates, and shall be sent to:

City of Thornton
Andrew Villarreal, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326

Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at certificatesofinsurance@ThorntonCO.gov no later than thirty (30) Calendar Days prior to the expiration date. Indicate "Renewal COI" and the Project Number in the e-mail subject line.

- E. Failure on the part of the Respondent or a subcontractor to procure or maintain policies providing the required coverages, terms, conditions, and minimum limits

shall constitute a material breach of Contract upon which Thornton may immediately terminate the Contract. At its discretion, Thornton may procure or renew any such policy or any extended reporting period, and may pay any and all premiums in connection therewith, and all monies paid by Thornton shall be repaid by Respondent to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due or to become due to Respondent from Thornton. In addition to the foregoing, in the event any coverage required by the Contract expires or is cancelled during the term of the Contract, the Respondent shall be required, without further notice from Thornton, to suspend the Work at 12:00 a.m., on the date of insurance expiration or cancellation, and may not resume Work until the required insurance coverage is obtained and evidence of such coverage is submitted to and approved in writing by Thornton. The Respondent shall not be entitled to any compensation therefor, including compensation for delay. The Contract Time shall continue to run during such suspension period and the Respondent shall remain fully responsible for any Liquidated Damages that are assessed as a result of late performance. During such suspension of Work the Respondent remains responsible for all safety and protection of persons and property under the Contract.

- F. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Respondent agrees to execute any and all documents necessary to allow Thornton access to any and all insurance policies and endorsements pertaining to the Work.
- G. Every policy required above shall be primary insurance, and any insurance carried by Thornton, its agents, officers, or employees shall be excess and not contributory insurance to that provided by the Respondent. The Respondent shall be solely responsible for any deductible losses under the required policies and such deductible losses shall not be billed to Thornton.
- H. The Respondent shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- I. The Parties understand and agree that Thornton, its agents, officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as may be amended, or otherwise available to Thornton, its agents, officers, or employees.
- J. The Respondent shall provide Products and Completed Operations Liability Insurance and name Thornton as an additional insured for a minimum of one (1) year after the date of Final Acceptance. The Respondent shall continue to provide evidence of such coverage by submission of a Certificate of Insurance to Thornton no later than thirty (30) Calendar Days prior to the scheduled expiration of such coverage.

Additional Insured endorsements shall indicate applicable Products and Completed Operations coverage.

- K. All policies shall include a provision that the coverages afforded under the policies shall not be canceled, terminated, or materially changed prior to the natural termination date until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

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APPENDIX E – ACCEPTANCE OF CONDITIONS STATEMENT

A. Respondent indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with Respondents 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.

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 Respondent or this Request for SOQ, except as follows (list, if any, or if none so state):

None

OR

Yes **(explain)** _____

2. I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I/we acknowledge the following addenda (list, if any, or if none so state):

Respondent is responsible to check for all issued addenda prior to submitting this form.

Addenda Number(s) and Date(s): _____

Respondent Name: _____

Address: _____

Telephone Number: _____

Submitted By: _____

(Signature)

Title: _____

Date: _____

Attest (by officer if corporation) or Notary (if individual): _____

My Commission Expires (if notarized): _____

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