

**THE CITY OF THORNTON**

**REQUEST FOR CONTRACTOR QUALIFICATIONS**

**FOR**

**CITY OF THORNTON**

**JUSTICE CENTER MITIGATION, PHASE 3**

**PROJECT NUMBER 22-76**

**JANUARY 2024**

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### III. NOTICE

## CITY OF THORNTON REQUEST FOR CONTRACTOR QUALIFICATIONS FOR JUSTICE CENTER MITIGATION, PHASE 3, PROJECT NO. 22-76

**Notice of Request for Contractor Qualifications:** The City of Thornton (“Thornton”) is requesting Statement of Qualifications (SOQ) submittals from Contractors (“Respondents”) interested in bidding on Construction of the **Justice Center Mitigation, Phase 3, Project No. 22-76.**

Thornton reserves the right to qualify Respondents based on company size, type of work (past and present), previous experience, and other factors as Thornton deems appropriate. Thornton will limit the number of Qualified Respondents that may be prequalified to five Respondents. Thornton’s intent is to qualify Respondents based on their demonstrated past performance on decorative concrete and civil complexity construction. At time of selection of qualified vendors, Thornton will request bids for pricing from selected contractors. Please view additional requirements which are outlined in the Request for Qualifications (RFQ).

**Project Description:** The Project is to mitigate issues related to expansive foundation materials along the east elevation of the Thornton Justice Center. The Work generally includes removal and replacement of asphalt pavement and concrete flatwork, excavation of existing subgrade and installation of a geomembrane liner and drainage systems, replacement of a mechanically stabilized earth wall and extensive decorative concrete and hardscape work.

**Solicitation:** Thornton utilizes the BidNet Direct System at [www.BidNetDirect.com](http://www.BidNetDirect.com) to distribute official Request for Qualifications (“RFQ”) documents 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.

Respondents may request a copy of this RFQ in a “Word” document for ease of preparation for their submission. To request a copy in Word format, e-mail Andrew Villarreal, Contract Administrator, at [Andrew.Villarreal@ThorntonCO.gov](mailto:Andrew.Villarreal@ThorntonCO.gov), and specify that you are requesting a Word version of the following: **“RFQ for Construction Services, Justice Center Mitigation, Phase 3, Project No. 22-76”**. Note that you must first download this document from the BidNet Direct System so that you will be on the plan holder’s list and will be notified of and be able to download any future Addendums. Thornton accepts no liability for any changes or modifications to this document.

**Pre-SOQ Conference:** An optional, virtual, Pre-SOQ Conference to discuss the Project will be held at **9:00 a.m.**, on **February 6, 2024**, via Teleconference. All individuals who wish to attend the Pre-SOQ Conference will be required to request an invitation by contacting Andrew Villarreal via email [Andrew.Villarreal@ThorntonCO.gov](mailto:Andrew.Villarreal@ThorntonCO.gov). Please hold all questions concerning this RFQ until that time.

**SOQ Delivery:** SOQs will be received in the Contract Administration Office of City Hall at 9500 Civic Center Drive, 2<sup>nd</sup> Floor, Thornton, Colorado 80229-4326, until **4:00 p.m.**, **February 22, 2024**. Please be aware that security has changed at City Hall and it may take you several extra minutes to turn in your SOQ.

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 **“SOQ Enclosed, Notice of Request for Contractor Qualifications, Justice Center Mitigation, Phase 3, Project No. 22-76”**, on the outside of the mailing envelope or box.

Submittals received after the deadline will not be considered for prequalification and will be returned to the sender unopened. Statements of Qualifications properly submitted before the deadline will not be returned to the submitting Respondent(s).

All questions regarding the RFQ shall be directed in writing to Andrew Villarreal, Contract Administrator, via e-mail at [Andrew.Villarreal@ThorntonCO.gov](mailto:Andrew.Villarreal@ThorntonCO.gov).

Date First Published: January 25, 2024

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

BY: \_\_\_\_\_  
Dennis Laurita  
Contracts Supervisor

## IV. REQUEST FOR CONTRACTOR QUALIFICATIONS

Thornton is soliciting written Statements of Qualification from Contractors to be eligible to bid on the construction of the **Justice Center Mitigation, Phase 3, Project No. 22-76**. 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 utilize approved qualified Contractors from this process for other similar projects in the future. Thornton further reserves the right to revise this process, to issue a new RFQ/RFB/RFP, or formally advertise and receive proposals or bids on any elements of this Work at Thornton's sole option.

It is Thornton's intent to prequalify Respondents for the Justice Center Mitigation, Phase 3, Project No. 22-76. Respondents will be qualified on a variety of factors including, but not limited to, relative experience, past-performance, safety record, financial standing, and workforce/employee factors. Prequalified Respondents shall be extended a Invitation to Bid (IFB) for solicitation as deemed appropriate by Thornton. It is Thornton's intent to award this Project on the basis of the lowest responsive/responsible Bid response.

Thornton will evaluate the qualifications of Respondents and will notify prequalified Respondents prior to issuance of the IFB for the Project. 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. Proposed subcontractors and suppliers may be asked to show a prior successful working relationship on similar type projects.

### **SECTION I – INQUIRIES**

From the date of issuance of this RFQ, any Respondent that directly or indirectly contacts any member or employee of Thornton, or any person in connection with the prequalification selection process, the issuance of the IFB, or the Agreement contemplated for this Project, is subject to disqualification except if it is to make an inquiry as provided herein, or to request general information about the RFQ, submission deadlines, and 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  
Fax: 303-538-7556  
E-mail: [Andrew.Villarreal@ThorntonCO.gov](mailto: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 addendum 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, with responses being made available to all proposing firms. To be given consideration, inquiries must be received no later than **5:00 p.m. on February 13, 2024**. It shall be the responsibility of each proposing firm to verify that every addendum has been received prior to submitting a Proposal.

## **SECTION II – SUBMITTAL DATE AND LOCATION**

SOQs will be received in the Contract Administration Office of City Hall at 9500 Civic Center Drive, 2<sup>nd</sup> Floor, Thornton, Colorado 80229-4326, until **4:00 p.m., February 22, 2024**.

SOQ's must be submitted in a sealed envelope plainly marked "**City of Thornton Request for Contractor Qualifications for Justice Center Mitigation, Phase 3, Project No. 22-76**", and addressed to Dennis Laurita, Contract Manager. Respondent's name and address shall also appear on the outside of the sealed envelope containing the SOQ. 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 "**SOQ Enclosed, City of Thornton Request for Contractor Qualifications for Justice Center Mitigation, Phase 3, Project No. 22-76**", on the outside of the mailing envelope or box.

Late SOQ's will not be accepted under any circumstance, and any SOQ received after the deadline shall be returned to the Respondent unopened. In addition, SOQ's sent exclusively by electronic devices are not acceptable and will be rejected upon receipt. Submitting Respondents will be expected to allow adequate time for delivery of their SOQ's either by airfreight, postal service, or other means. Notwithstanding the above, all late SOQ's will be returned to the Respondent unopened.

## **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 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 Respondents 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 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 award of the Agreement to such Respondent, may be grounds for immediate termination of the Agreement. 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 individually of their prequalified status by Thornton.
8. No Respondent will be considered for prequalification on this Project if it is in arrears, indebted, debarred or is in default on an agreement 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 Respondents 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.
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, unless the SOQ is submitted late, then Thornton will return the SOQ to the Respondent unopened.
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 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 Respondent's information may have substantially changed.
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 agreements involving an amount in excess of one hundred dollars (\$100) in which a Thornton 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 agreements in which a Thornton 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.

Non-compliance with one (1) or more of the above requirements may be reason for disqualification.

#### **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, or negotiations may be considered in the evaluation. Thornton's intent is to prequalify all qualified Respondents who will propose on this Work. However, Thornton, at its sole option, reserves the right to re-open the qualification process to allow additional Respondents at Thornton's sole option. Pursuant to Thornton policy, the Selection Committee shall make the final determination of the Respondents selected.

**Thornton's Selection Committee shall have ultimate authority to review, evaluate, and determine the Respondent's qualifications using the below selection criteria as well as any other relevant criteria that may become available. The Selection Committee may decide a Respondent is qualified or not qualified based on 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 are responsive to communications, including 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 public complaints, as demonstrated through references.
5. Appropriate technical past experience of the proposed Respondent, and the Respondent's proposed 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. Respondent's three (3)-year average EMR should be no greater than 1.0. If a Respondent'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 Respondent 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;
  - b. Total Recordable Incident Rates (TRIR);
  - c. Days Away Restricted Time (DART); and
  - d. Company fatalities within the last three (3) years (will be evaluated on a case by case basis).

**\*Note: 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 Respondent there is a concern about any rating related to its safety program.**

7. No member of the proposed Respondent's team shall be 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 Respondent's ability to complete this Project.
9. Historical record working/dealing with several Governmental, multi-jurisdictional permitting agencies for a single project.

10. Qualifying Experience: Respondents must demonstrate successful completion of newly constructed projects within the last five (5) years as outlined in Part 3 of the Section VIII - Instructions. Respondents shall provide complete Project Identifying Information for all projects provided in response to this requirement. Projects that are currently in construction and have not achieved substantial completion as of the date of SOQ submittal shall not be considered for qualification.

Project Identifying Information is required for all Qualifying Experience provided by the Respondent. Incomplete project Identifying Information will disqualify the experience. Project Identifying Information is defined as the following:

- a. Project Name;
  - b. Project City and State;
  - c. Project Delivery Method (DBB, DB, CMAR, CMGC or other);
  - d. Owner's Current Contact Name and Phone Number;
  - e. Architect-of-Record's Contact Name and Current Phone Number;
  - f. Name of Respondent's personnel assigned to the project and job title during the project's construction;
  - g. Project GSF;
  - h. Project's Contract Date;
  - i. Initial Construction Contract Amount including Insurance, Bonds, Contractor Contingency and General Conditions' Costs;
  - j. Number of Change Orders and Change Order Total Cost;
  - k. Initial Scheduled Completion Date when Construction Commenced; and
  - l. Actual Scheduled Completion Date.
11. Qualifying projects must have demonstrated the existence of a successful relationship with owner agencies as determined by references.
  12. Qualifying Respondents shall provide information on the disciplines and/or types of construction that they would generally self-perform if awarded a project.
  13. Available bonding capacity must be one hundred percent (100%) of the estimated total construction cost or higher. The Respondent shall have the ability to bond this Project at one hundred percent (100%) of the construction value. HVAC Subcontractor shall have the ability to bond this Project at the same limits as the awarded Contractor.
  14. 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 payroll wages and benefits provided to employees meets or exceeds the market standards for the local community, or, Respondent must certify that hourly wages meet or exceed the applicable Adams County

Davis Bacon Wage Determination. Alternatively, Thornton will review hourly pay ranges for key positions within the Respondent'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 payroll 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.
15. 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 which will be assigned to the Project;
  - 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.

## **SECTION VIII – INSTRUCTIONS**

SOQ submittals shall include:

1. Any Respondent that wishes to be prequalified is required to complete and submit:
  - **One (1) original of the SOQ, including a separately sealed envelope containing litigation and claims;**
  - **Four (4), identical copies of the SOQ; and**
  - **One (1) flash drive with an identical copy of the SOQ.**

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 each be contained in separate sealed envelopes 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, e-mail, 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 to bind the

Respondent in a formal Agreement with Thornton if selected for Project award. Within the cover letter, Respondent shall state why their organization is best qualified for the Project.

3. To be considered for qualification of the Project, Respondents are being asked to submit Project Identifying Information on as many of the following complete (Substantial Completion achieved) Qualifying Experiences, as possible:
  - a. Successful completion of at least two (2) flatwork repair or maintenance projects (including parking lots) at commercial or municipal properties performed while the building was in service and had both employees and clients (customers) routinely entering and leaving the buildings.
  - b. Successful completion of at least two (2) projects requiring selective demolition adjacent to buildings and repaving of at least 300-lineal feet of concrete sidewalks, curbs, ramps, and gutters and at least 5,000-square feet of asphalt pavement.
  - c. Successful completion of at least 3000-lineal feet of groundwater drain or storm sewer that included manholes and excavation to depths of at least 15-feet with limited surface access.
  - d. Successful completion of at least two (2) projects involving excavation, fill, and grading activities adjacent to an occupied building.
  - e. Successful completion of at least two projects requiring installation of at least 10,000-square feet of double extrusion welded geomembrane and at least 300-lineal feet of stainless steel mechanical membrane connections to concrete (i.e., batten bars).
  - f. Successful completion of at least 10,000-square feet of decorative concrete.
  - g. Successful completion constructing or repairing of at least one (1) geogrid supported CME masonry retaining wall over 15-feet high.
  - h. Successful completion of at least two projects with 36-inch diameter drilled shafts that are up to at least 40-feet long with high groundwater.
  
4. Respondents shall submit a list of Key-Personnel proposed for the Project and their resumes showing technical experience on the Qualifying Experience above or similar projects and their roles in the successfulness of the Project. The submitted personnel must be able to commit to this Project and the Respondent will be required to utilize those personnel for the Work. The SOQ shall:
  - a. Include Key Personnel member's name (previous name in parenthesis) and role in Project.
  - b. Define length of time Key Personnel member has been with Respondent's organization and time at assigned role and previous roles.
  - c. Define Key Personnel member's previous employers and length of employment time.
  - d. Describe previous project experience for each Key Personnel member and assigned role in previous project. Project information should also include

whether it was with a previous employer, owner's contact name and current phone number and Architect-of-Record's name and current phone number. All projects listed must have been completed within the past ten (10) years.

- e. Other references regarding Key Personnel who are familiar with the Project where Key Personnel were conducting the same role. References must come from outside of the company.
  - f. Provide education and work history, list experience with similar type and size projects.
  - g. Key Personnel for the Project shall include, but are not limited to:
    - i. Project Manager;
    - ii. Construction Superintendent;
    - iii. Field Engineer and/or Office Engineer;
    - iv. Safety Manager;
    - v. Quality Control Manager; and
    - vi. Project Coordinator.
5. Respondents shall submit a construction schedule with a mobilization date of June 1st and the following milestones:
- i. Pier Completion;
  - ii. Underground Completion;
  - iii. Slab Completion;
  - iv. MEP Rough Completion;
  - v. Drywall Completion;
  - vi. Final Inspection Completion;
  - vii. Substantial Completion (read Contract for criteria); and
  - viii. Initial Acceptance (read Contract for criteria).

This schedule shall be adjusted to the actual start date of the Project and Respondent shall be held to the duration provided on the schedule for the Project.

6. Completed Appendix A - The Statement of Qualifications Form shall be completed in full by typing or legible hand lettering in blue ink. All sections (including instructions and forms) included in this document shall be submitted.
7. Completed Appendix B – Respondent's Qualification Affidavit.
8. Completed Appendix C – Reference Authorization and Release Form.
9. Completed Appendix E – Acceptance of Conditions Statement.
10. Completed Appendix F – Respondent's Certification Affidavit.
11. Any other information deemed necessary by the Respondent.



## APPENDIX A – STATEMENT OF QUALIFICATIONS FORM

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Please consider my request to be prequalified in response to **Notice of Request for Contractor Qualifications, Justice Center Mitigation, Phase 3, Project No. 22-76.**

Use additional sheets wherever necessary.

**Full Legal Name of Respondent:** \_\_\_\_\_

**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 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. In the past two (2) years has the Respondent, or is the Respondent at the present time, been late in the completion of any projects? \_\_\_\_\_ If "yes," list all applicable projects and state when, where and why below.

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11. Liquidated Damages and/or disputes: List all 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.

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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.

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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 \_\_\_\_\_

May list projects under separate cover.

14. 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 the Project seeking prequalification?

Yes

No

15. Include a proposed project organization chart showing Key Personnel, 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.

16. List major equipment available for this Project and whether the equipment is owned or long-term leased.

17. 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.

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

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

19. 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 2020 numbers yet, use the most current three (3) 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 (3)-year average, from the National Council on Compensation Insurance, Inc. (NCCI, [www.ncci.com](http://www.ncci.com)).

2020 -  
2021 -  
2022 -  
Three (3) year average -

- c. Indicate the number of fatal accidents that occurred on any of the Respondent's projects in the last three (3) year period. Describe circumstances and whether any corrective action was required or if any fines were levied by OSHA or other governmental agency. Fatal accidents Yes \_\_\_ No \_\_\_ If yes, how many \_\_\_

**If yes, submit complete documentation in an attachment.**

- d. Indicate your company's Days Away Restricted Time (DART) rate for the last three (3) year period, and the three (3) year average.

2020 -  
2021 -  
2022 -  
Three (3) year average -

- e. Provide a narrative describing the Respondent's safety program including frequency of inspections and roles and responsibilities among Respondent's personnel.

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- 20. Describe any experience by the Respondent or Key Personnel with partnering, both formal and informal. Highlight the partnering experience by Key Personnel proposed for this Project. Indicate if the Respondent plans to conduct any partnering sessions on the Project.

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(Use additional sheet if necessary.)

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

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- 22. 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** \_\_\_\_

23. 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** \_\_\_\_

24. 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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

25. **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.

26. 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:

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27. 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. \_\_\_\_\_

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28. 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.

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

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

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29. 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:**

Heath 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 (31.b.), please provide the following hourly rates of pay (do not include fringe benefits):**

**General Labor - Commercial:**

Performs a variety of routine, non-machine tasks such as removing forms from concrete, filling expansion joints with asphalt, installing insulation and stocking material. May operate equipment. Works under minimal supervision.

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

**Operator, Multiple Pieces of Equipment:**

Highest paid \$ \_\_\_\_\_  
Lowest Paid \$ \_\_\_\_\_  
Average \$ \_\_\_\_\_

**Concrete Finisher:**

Includes: Smoothens and finishes surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools.

Highest paid \$ \_\_\_\_\_  
Lowest Paid \$ \_\_\_\_\_  
Average \$ \_\_\_\_\_

**Concrete Formsetter:**

Includes: Constructs built-in-place or prefabricated wooden forms according to specifications for molding concrete structures.

Highest paid \$ \_\_\_\_\_  
Lowest Paid \$ \_\_\_\_\_  
Average \$ \_\_\_\_\_

**APPENDIX B – RESPONDENT’S QUALIFICATION AFFIDAVIT**

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**RESPONDENT’S QUALIFICATION AFFIDAVIT  
PROJECT NO. 22-76**

The undersigned, as \_\_\_\_\_  
(Owner, Officer or Director of Corporation, Partner, or Member of firm)

of the Respondent, hereby certifies that the foregoing information is, to the best of his/her knowledge and belief, true and accurate as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Corporate Seal  
(If Corporation)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (must be Owner, Officer of Corporation or member of Partnership as applicable)

NOTARY

STATE OF COLORADO )  
  )ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for the \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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# APPENDIX C – REFERENCE AUTHORIZATION AND RELEASE FORM

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## REFERENCE AUTHORIZATION AND RELEASE FORM

To: City of Thornton  
Sean Saddler, PE, Support Services Director  
9500 Civic Center Drive  
Thornton, CO 80229

By: \_\_\_\_\_, A Corporation  
(Respondent) A Partnership whose address is \_\_\_\_\_  
An Individual

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The Respondent has submitted a Statement of Respondent Qualifications to the City of Thornton (Thornton) **Justice Center Mitigation, Phase 3, Project No. 22-76.**

The Respondent hereby authorizes Thornton to perform such investigation of the Respondent as Thornton deems necessary to establish the qualifications, responsibility and financial ability of the Respondent. By its signature hereon, the Respondent authorizes Thornton to obtain reference information concerning the Respondent and releases the party named above providing such information, as well as Thornton, from any and all liability to the Respondent as a result of any such reference information provided.

The Respondent further waives any right to receive copies of reference information provided to Thornton. A copy of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: \_\_\_\_\_  
Signature

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

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### INSURANCE

A. The Respondent agrees to procure and maintain in force during the term of this Agreement, 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
  - (b) Products/Completed Operations Aggregate \$2,000,000
  - (c) Personal and Advertising Injury \$2,000,000
  - (d) General Aggregate \$5,000,000

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 Agreement; 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 Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.

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 Agreement 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 Agreement. 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, panelboards, 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 Agreement 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 Agreement 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 Agreement. 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 Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Agreement.
- 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. For Commercial General Liability and Automobile Liability insurance of any subcontractor, Thornton will be named as an additional insured. 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 Agreement. 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 Agreement.** 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](mailto: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 Agreement upon which Thornton may immediately terminate the Agreement. 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 Agreement expires or is cancelled during the term of the Agreement, 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 Agreement 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 Contact.
- 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 Agreement 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 Agreement, 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**

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A. Respondent indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from making Agreements with Respondents which employ certain relatives of Thornton employees unless the City Council determines that the making of such an Agreement 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): \_\_\_\_\_  
\_\_\_\_\_

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) & 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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**APPENDIX F – RESPONDENT’S CERTIFICATION AFFIDAVIT**

**RESPONDENT’S CERTIFICATION AFFIDAVIT  
PROJECT NO. 22-76**

**Respondent hereby certifies and can demonstrate that the company’s submitted hourly rates of pay and employee benefits are an accurate representation of actual wages and benefits paid to employees.**

The undersigned, as \_\_\_\_\_  
(Owner, Officer or Director of Corporation, Partner, or Member of firm)

of the Respondent, hereby certifies that the foregoing information is, to the best of his/her knowledge and belief, true and accurate as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Corporate Seal  
(If Corporation)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title (must be Owner, Officer of Corporation or member of Partnership as applicable)

NOTARY

STATE OF COLORADO )  
  )ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ as \_\_\_\_\_ for the \_\_\_\_\_.

WITNESS my hand and official seal.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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## **APPENDIX G – IFB Documents**

**(UNDER SEPARATE COVER)**

Awarded Contractor shall be required to construct the Project in full accordance with the Construction Documents. These Documents include the following:

1. Construction Drawing Set – Dated January 18, 2024 – Issued for Bid
2. Technical Specifications – Dated January 2024 – Issued for Bid
3. Facilities Data Report Addendum No. 3 – Dated February 2022

These Documents may be found on BidNet Direct, or City of Thornton Website under solicitations.

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**APPENDIX H – STANDARDS AND SPECIFICATIONS FOR THE DESIGN  
AND CONSTRUCTION OF PUBLIC AND PRIVATE IMPROVEMENTS  
CITY OF THORNTON – OCTOBER 2012**

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**(UNDER SEPARATE COVER)**

Awarded Contractor shall be required to construct the Project in full accordance with the design documents and in accordance with the Standards and Specifications for the Design and Construction of Public and Private Improvements – City of Thornton – October 2012.