

ADDENDUM NO. ONE
ZADEL RESERVOIR FENCING
PROJECT NO. 18-554
CITY OF THORNTON, CO

TO: Prospective Bidders and all others concerned

DATE: January 30, 2024

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

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

A. The Project Manual shall be modified as follows:

- a. The attached "CONTRACT" was referenced in the IFB Table of Contents but mistakenly omitted from the final document. It is now part of the IFB.
- b. Thornton will perform necessary concrete testing.
- c. This Project is tax exempt for permanent materials. Please refer to General Condition XXII.D for more information.
- d. **The SCHEDULE OF CONTRACT PAY ITEMS AND PRICES is hereby replaced by the attached REVISED SCHEDULE OF CONTRACT PAY ITEMS AND PRICES. Bidders shall utilize the revised pages for their bids. Please refer to the attached revised plan sheet for the change in locations.**

B. The Drawings shall be modified as follows:

- a. EXHBIT C – DRAWINGS AND SPECIFICATIONS, under Scope, states that the Contractor is to "Install...1-inch mesh..." This is hereby changed to "2-inch mesh."
- b. The mesh fabric shall be 7 feet tall.

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

Question 1: What is anticipated start date for this project?

Answer 1: NTP Expected one month after bid date.

Question 2: What is expected time frame for this project to be completed?

Answer 2: 75 Days.

Question 3: Will there be any liquidated damages for going over time frame?

Answer 3: \$100/Calendar Day.

Question 4: We do not see a callout for post sizes and wall thickness as well as for brace rails. IE: 1 7/8" or 2 3/8" 40 weight line posts, 2 7/8" 40 weight end, corner, line brace posts, 4" 40 weight drive gate posts etc.

Answer 4: See CDOT Standard note 11 in the IFB. Reference 7-foot fence.

Question 5: What PSI is expected for the concrete?

Answer 5: 3,000 psi.

Question 6: We want to confirm that concrete is to be wet mixed as well, not pouring dry mix into a hole with water added.

Answer 6: Wet mix only, crown concrete above soil finished grade to prevent ponding.

Question 7: Want to confirm that the chain link fabric is 7' tall, 9-gauge, 2" mesh size, knuckle/twist selvage?

Answer 7: Galvanized, 7' tall mesh, 9 gauge 2" mesh confirmed. I don't know what knuckle/twist selvage is??

Question 8: Barbwire specifications? two point or four point?

Answer 8: Four Point Required.

Question 9: Want to confirm that there is no top rail, 7-gauge top and bottom wires?

Answer 9: Confirmed 7 – gauge top & bottom wire with 9-gauge Hog Rings per M-607-2. No Top Rail.

Question 10: Is there an engineer's estimate for the project?

Answer 10: The current estimate is approximately two hundred fifty thousand (\$250,000).

3. The Pre-Bid Conference Sign-In Sheet is attached for general information.

4. This Addendum becomes part of the Contract Documents. All other conditions and requirements of the Contract Documents will remain unchanged. Receipt of this Addendum must be acknowledged in the space provided on the Bid Proposal Form in the Project Manual.

END OF ADDENDUM NO. ONE

DocuSigned by:
Patrick Hinterberger
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1/30/2024

Patrick Hinterberger
Contracts Supervisor

Date

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REVISED SCHEDULE OF CONTRACT PAY ITEMS AND PRICES
Zadel Reservoir Fencing
Project No. 18-554
Addendum No. 1

Item No.	Description	Unit	Quantity	Price	Total Price
1	Mobilization	LS	1		
2	7-foot Chain Link Fence	LF	9,335		
3	24-foot Double Gate	EA	2		
				GRAND TOTAL	

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

Yes, Bidder claims eligibility for Local Vendor Consideration.

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

SCHEDULE OF CONTRACT ITEMS AND PRICES

Total Bid Proposal _____ Dollars

(Words)

Cents

(Words)

\$ _____

(Numerals)

Dated this _____ day of _____, 20__.

Firm Name: _____

Authorized Signer (Print Name): _____

Signature: _____

Title: _____

Bidder's Legal Status: _____

State of Organization: _____

Firm's Address: _____

Telephone: _____

E-mail: _____

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

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FENCE AND WEST PARCEL BOUNDARY
LOCATED MINIMUM 3 FT FROM
TOP OF LITTLE DRY CREEK BANK

SOUTH CELL

KPK WELL

KERR McGEE
WELL

FUTURE
200' x 200'
PUMP STATION
PAD

KPK WELL

KERR McGEE
WELL

PROPOSED SOUTH
PARCEL BOUNDARY

Double
Gate

EX IRRIGATION PIPE

WCR 18

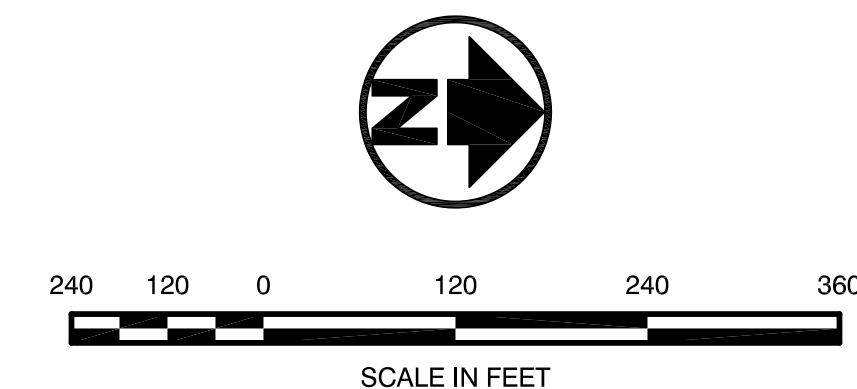
WCR 25

20' WIDE
ACCESS ROAD

Double
Gate

LEGEND:

- PROPERTY LINE
- - - RELOCATED PIPES
- - - UNITED POWER EXISTING ELECTRIC LINES
- - - EXISTING GAS
- - - EXISTING FENCE
- - - EXISTING IRRIGATION PIPE
- - - EXISTING CONTOURS
- - - PROPOSED CONTOURS
- WETLAND VEGETATION
- PROPOSED GRAVEL ACCESS ROAD
- PROPOSED FENCE
- PROPOSED SOUTH PARCEL BOUNDARY



No	Date	By	Chk	Description
1	1.25.24	TWT	JCY	Relocated Fence on North Property Line

Job #	07121
Date	10.4.23
Drawn By	TPY
Designed By	TPY
Checked By	JCY
File	JT-NCC Fence Plan
Scale	1" = 120'
Sheet:	1 of 1

P:\07121 NCCI Liner Design\Drawings\NCCI NCCI updated set - no north reservoir\UT-NCCI Fence Plan.dwg, Fence, 1/26/2024 12:12:52 PM

**THE CITY OF THORNTON
9500 CIVIC CENTER DRIVE
THORNTON, CO 80229-4326**

**Project Manual
For
Construction of**

ZADEL RESERVOIR FENCING

PROJECT NO. 18-554

DECEMBER 2023

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I. CONTRACT

This Contract for **Zadel Reservoir Fencing, Project No. 18-554** made and entered onto this ____ day of _____, 20__ between the **City of Thornton**, a home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229, (“Thornton”), and **[insert contractor’s Company Name]** (“Contractor”) whose office is located at **[insert contractor’s address]**. Thornton and Contractor hereinafter may be referred to collectively as, the “Parties” or individually as the “Party.”

I. RECITALS

- A. On **[insert solicitation’s opening date]**, Thornton solicited one or more contractors to perform construction and construction related services needed for the **Zadel Reservoir Fencing, Project No. 18-554** (the “Project”).
- B. On **[insert Award date]**, after the solicitation closed, Thornton awarded the Project to the above-named Contractor.
- C. Thornton now requires Contractor to perform the construction services in connection with the Project.
- D. Contractor represents that it is experienced and knowledgeable in doing this type of work, has the equipment and other resources necessary to perform the Work, and is ready, willing and able to perform the services this Project requires within the required timeline.

In consideration of the promises stated herein, Contractor and Thornton agree as follows:

II. TERMS & CONDITIONS

- A. **Project Description.** The Project consists of installation of a seven (7) foot 9 gauge galvanized chain link fence with barbed wire surrounding the Zadel Reservoir at the northwest corner of Weld County Road 18 and Weld County Road 25 and as further described in the Contract Documents.
- B. **Contractor’s Role in General; The Work.** Contractor shall complete and perform all Work in connection with **Zadel Reservoir Fencing, Project No. 18-554** in accordance with the Contract Documents.
- C. **Commencement Date; Substantial Completion Date.**
 - 1. **Commencement Date.** The Project will commence on the date specified in the written Notice to Proceed received from Thornton (“Commencement Date”).

2. Substantial Completion Date. Contractor shall diligently and continuously perform and substantially complete all Work within seventy-five (75) Calendar Days from the date of Notice to Proceed (“Substantial Completion Date”), and be subject to the General Conditions’ Article XIII, Substantial Completion.

D. Contract Documents.

1. This Agreement consists of the contract documents listed as follows:
 - a. This Project Manual for Construction;
 - b. Special Conditions;
 - c. General Conditions;
 - d. Drawings;
 - e. Specifications;
 - f. All Change Orders;
 - g. Notice of Award;
 - h. Notice to Proceed;
 - i. All documents, exhibits, attachments and appendices expressly found and referenced in items a, through i, listed above; and
 - j. Addendums approved before execution of this Agreement but does not include, the Bid Proposal Form submitted by the Contractor, Invitation for Bid Proposals, Information for Bidders, Procedure for Contract Signing and those documents clearly not intended to be part of this Agreement.
2. Addendums. Any supplemental information, including answers to bidder questions, contained in the addenda issued in connection with the Invitation to Bid and the Bidder’s Bid Proposal Form, is incorporated into this Contract. Any failure to update the plans, specifications, or other documents with the information contained within the addenda does not negate the Contractor’s responsibility to abide by the requirements established in the addenda. However, if there is an apparent ambiguity, error, or omission in any Contract Document, the Contractor’s Bid Proposal Form may be used as a point of reference to correct a mutually agreed ambiguity, error, or omission. Similarly, the information contained in the original bidding documents, including the information for bidders, could be used for clarification, when necessary.

3. Order of Precedence. Where conflicts may exist within the Contract Documents, the documents shall govern in the following order:
- a. Change Orders;
 - b. Written Amendments;
 - c. Addenda;
 - d. Contract (this instrument);
 - e. Special Conditions;
 - f. General Conditions;
 - g. Drawings; and
 - h. Specifications (notwithstanding the above Specifications shall control over Drawings as to quality of materials and installation).

Among other categories of documents having the same order of precedence, the term or provision that includes the latest date shall control.

4. Reconciliation of Conflicts in the Contract Documents. If any portion of the Contract Documents conflict with any other portion, the various documents comprising the Contract Documents shall govern in the order of precedence as set forth above or unless it specifically states otherwise in the Contract Documents themselves. Contractor shall notify Thornton's representative for resolution of the conflicting issue before beginning the Work in question.
5. Intent of the Contract Documents. It is the intent of the Contract Documents to describe a functionally complete Project. Any work, materials or equipment that may reasonably be inferred from or identified by the Contract Documents required to produce the intended result shall be provided by Contractor whether or not specified.
6. References Made in the Contract Documents. References to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority shall mean the latest standard specification, manual, code or laws or regulations in effect at the time of opening of bids, except as may be otherwise specifically stated or modified by a change order.
7. Correction of the Contract Documents. If, during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall immediately submit in writing to Thornton's representative a request for clarification no later than three (3) Calendar Days from when Contractor identified the conflict, error or discrepancy.

Before proceeding with the Work affected thereby, Thornton's representative shall provide Contractor with a written interpretation or clarification of the conflict, error or discrepancy within fourteen (14) Calendar Days from the receipt of Contractor's written request. Should Thornton find it is reasonable and necessary, the Parties may negotiate an equitable adjustment in Contract Time or Contract Price or both. Any work completed by Contractor before Thornton renders a decision, Contractor does at risk of removal and re-performance at Contractor's own expense. Thornton's clarifications are final and binding.

E. Contract Price.

1. Thornton shall pay, and Contractor will accept, the Contract Price for performance of the Work as set forth in the Contract Documents. The total amount of this Contract is _____ (\$) ("Contract Price"), which is subject to adjustment by the approval of a Change Order and/or written amendment.
2. Thornton shall pay Contractor either a fixed amount or by the unit prices as set forth in EXHIBIT D - SCHEDULE OF CONTRACT PAY ITEMS AND PRICES to be used in the Application for Payment Form. The Contract Price is subject to adjustment only by a written Change Order authorized by Thornton in writing in accordance with its current policies.

F. Change to Scope of Work, Terms or Conditions.

1. Any change to the Scope of Work, or to any term or condition of the Contract shall either be by a written Change Order and/or written Amendment.
2. No such change, including any additional compensation, shall be effective or paid unless authorized by a Change Order and/or Written Amendment executed by the Thornton City Manager ("City Manager") or City Manager's designee(s). Should Contractor proceed without the written authorization of City Manager, or City Manager's designee then Contractor shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit, or implied contract.
3. Except as expressly provided by the Contract, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action - the Scope of Work or a term or condition of the Contract. Any change made to the Scope of Work shall be in accordance with the General Conditions.

G. Payments.

1. Contractor shall submit applications for payment in accordance with the General Conditions' Article XIV, Payments and in accordance with EXHIBIT

D - SCHEDULE OF CONTRACT PAY ITEMS AND PRICES (as amended)
to be used in the Application for Payment form.

2. Retainage. The amount of retainage withheld shall be in accordance with the General Conditions' Article XIV, Section G, Retainage/Withholding of Funds.

H. **Liquidated Damages for Unexcused Delay.**

1. The Parties agree time is of the essence with respect to Contractor completing the Project by the scheduled Substantial Completion Date. The Parties further agree the actual damages Thornton would incur are difficult or impossible to calculate with any certainty should Contractor fail to substantially complete the Work ("Unexcused Delay"). The harm to Thornton would include but not be limited to increased Project cost, loss of use of the Project, and an incalculable inconvenience to the general public if the Substantial Completion Date, and other specified milestones are not met as set forth in the Contract Documents.
2. As a remedy, and not as a penalty for Contractor's failure to meet the Substantial Completion Date, Contractor shall pay as Liquidated Damages the amount of one hundred dollars (\$100.00) each Calendar Day after the Substantial Completion Date until the Work is Substantially Complete.
3. Thornton, at its sole discretion, shall have the right to offset and keep any amount Contractor owes Thornton as Liquidated Damages, in whole or in part against any money or fees due to Contractor. Thornton will attempt to notify the Contractor in writing of any Liquidated Damages before Thornton deducts such sums from money owed and payable to the Contractor. In the alternative, if remaining funds owed Contractor by Thornton are insufficient, Contractor shall pay the Liquidated Damages (without offset or deduction for any amounts Contractor claims Thornton may owe) by certified or cashier's check or by wire transfer to a bank account designated by Thornton within thirty (30) days of receipt of invoice, which Thornton may issue from time to time until Substantial Completion has occurred.
4. Liquidated Damages shall be in lieu of all liability for any extra cost, losses, expenses, claims and other damages Thornton may be entitled to collect because of Contractor's delay in substantially completing the Work by the scheduled Substantial Completion and Milestone Dates. However, the Liquidated Damages remedy hereunder shall not limit Thornton's other available remedies, either at law or in equity, which Thornton may have for any other breach or failure to perform by Contractor under this Agreement.
5. Notwithstanding Contractor's claim that its Unexcused Delay was caused by Thornton, such a claim will not operate as a waiver against Thornton's ability to assess or collect Liquidated Damages from Contractor in accordance with this Section.

III. ADDITIONAL TERMS AND CONDITIONS

A. Bonds and Insurance.

1. Contractor shall provide performance and payment bonds on forms provided by Thornton in accordance with EXHIBIT F. The penal sum of the payment and performance bonds shall be equal to the total Contract Price.
2. Contractor shall not commence work under the Contract until it has obtained all required insurance coverages in accordance with the requirements set forth in EXHIBIT G, INSURANCE REQUIREMENTS & CERTIFICATE. Thornton's review of the insurance requirements shall not relieve nor decrease the liability of Contractor.
3. Contractor shall require each Subcontractor performing work under this Agreement, at Subcontractor's own expense, to maintain during the term of the Contract, adequate minimum levels of insurance including the required provisions and additional policy conditions as shown in this Contract. Alternatively, Contractor may include its Subcontractors as additional insured on its own coverage as prescribed under these requirements. Contractor's certificate of insurance shall note in such event that Subcontractors are included as additional insured and that Contractor agrees to provide Workers' Compensation for Subcontractors and their employees.
4. Contractor shall furnish proof of insurance from Subcontractor's at Thornton's request.

B. Indemnification.

1. Contractor agrees to fully defend, indemnify and hold harmless, Thornton and the elected and appointed officials, employees, officers, directors, volunteers, and representatives of Thornton, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death or property damage, made upon Thornton directly or indirectly arising out of, resulting from or related to Contractor's activities under this Contract, including any acts or omissions of Contractor, or any agent, officer, director, representative, employee, consultant or the Subcontractor of Contractor, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such

payments to (or on behalf of) Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

2. The indemnity provided for in the paragraph above does not apply to any liability resulting from the negligence of Thornton, its officers or employees, separate contractors or assigned contractors, in instances where such negligence causes personal injury, death or property damage.
3. Notice Required. Contractor shall promptly advise Thornton in writing of any claim or demand against Thornton or against Contractor, which involves Thornton and is known to Contractor and related to or arising out of Contractor's activities under this Contract.
4. Limited Joint and Several Liability. If Contractor and Thornton are found jointly liable by a court of competent jurisdiction, liability will be apportioned comparatively in accordance with the laws of the state of Colorado, without waiving any governmental immunity or defenses available to Thornton under Colorado law. The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

C. **Funding Availability**

1. Pursuant to C.R.S. § 24-91-103.6, as may be amended from time to time, the amount of money appropriated by Thornton for this Contract is equal to or in excess of the original Contract Price. No Change Order or other form of order or directive by Thornton requiring additional compensable Work to be performed, which Work causes the aggregate amount payable under the Contract to exceed the amount appropriated for the original Contract, shall be issued unless the Contractor is given written assurance by Thornton that lawful appropriations to cover the cost of the additional Work have been made or unless such Work is covered under the remedy-granting provision of this Contract.
2. In the event that the Thornton City Council reduces the appropriation or fails to appropriate additional funds should they be needed for the continuation of this Contract, Thornton may, upon prior written notice as provided for herein, terminate this Contract without penalty or further liability and thereupon be released of further obligations pursuant thereto.

D. **Unresolved Contractor Disputes.**

1. After the General Conditions and Special Conditions procedures intended to address matters in dispute between Contractor and Thornton have failed, Contractor and Thornton shall use the process as set forth in the General Conditions' Alternative Dispute Resolution, to resolve the dispute or claim, before proceeding with litigation.

2. Notwithstanding the foregoing, nothing herein shall hinder, prevent, or be construed as a waiver of either party's right to seek redress on any disputed matter in a court of competent jurisdiction when it is clear that the parties have in good faith, exhausted the Dispute Resolution process attempting to correct or resolve any issue pertaining to the Contract.
 3. Nothing herein shall waive or be construed as a waiver of Thornton's governmental immunity.
- E. **Waivers.** No delay or omission by either party in exercising any right or power arising from non-compliance or failure of performance by the other party with any of the provisions of this Contract shall impair or constitute a waiver of any such right or power. Should either party previously waive any Contract term or condition, it shall not be construed as a waiver of any subsequent breach of any other Contract term or condition.
- F. **Governing Law; Jurisdiction; Venue.**
1. This Contract shall be governed and interpreted in accordance with the laws of the State of Colorado without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding (collectively, "the claim") between Thornton and Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the District Court of Adams County for the State of Colorado. If, however, the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Colorado. Contractor, by the signature herein of its authorized representative, hereby consents to the *in personam* jurisdiction of said courts. In no event shall this section be construed as a waiver by Thornton of any form of defense or immunity, based on the 11th Amendment to the United States Constitution, or otherwise, from any claim or from the jurisdiction.
 2. Any action arising out of or relating to the Contract or the Work asserted by Contractor against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).
- G. **No Third Party Beneficiary or Claims.**
1. It is expressly understood and agreed that enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, is strictly reserved to Thornton and Contractor, and nothing contained in this Contract shall give or support any sponsored claim on the behalf of another or right of action by any other entity or third party. It is the express intention of Thornton and Contractor that any person other than Thornton or Contractor receiving any benefit or payment because of this Contract is only incidental, and is not a beneficiary under legal or equitable theory available at law.

2. The Parties agree neither Party shall be responsible or liable to the other for any damages claimed by or through a "pass-through claim" as that term is understood under the laws of Colorado. Neither Party shall be liable to the other under any legal theory for: a) damages suffered by third-parties who are not a party to this Contract, or b) damages or liability of the other Party that is contingent upon the recovery of a third-party's damages against a Party to this Agreement.
- H. **Federal and State Funded Projects.** If all or part of the funds appropriated for the Project come from federal or state sources, Thornton may waive, suspend or modify any term or condition which conflicts with any federal or state statute, rule, regulation or procedure, where such waiver, suspension or modification is essential to receipt by Thornton of such funds for the Project. In the case that any Project is wholly partially financed by federal or state funds, any standards required by the enabling statute, or any rules, regulations or procedures adopted pursuant thereto, shall be controlling.
- I. **Purchase Order Terms and Conditions.** It is agreed and understood that if Thornton issues Contractor any Purchase Orders in connection with the Work covered by this Contract, any preprinted terms and conditions appearing on such Purchase Orders shall be superseded by the terms and conditions of the Contract Documents.
- J. **Excused Performance, Force Majeure.**
1. **Excused Performance.** Neither party shall be liable for any delay beyond its reasonable control that prevents or stops the performance of the Work, provided it was not the fault or negligence of the delayed party ("Force Majeure"). A Force Majeure event includes but is not limited to the following:
 - a. Unavoidable and unforeseeable labor disputes not involving the Contractor;
 - b. A declared natural or manmade disaster;
 - c. A catastrophic power failure lasting more than 3 days;
 - d. Impossibility or inability to procure needed materials, supplies or equipment critical to perform the Work;
 - e. A change in federal, state, local governmental laws, executive orders, and/or regulations that directly prevent the completion of the Work;
 - f. Civil unrest riots, insurrections, declaration of war, foreign wars;

- g. Economic embargo (unknown at time of the bid closing date);
 - h. Fire and hazardous condition arising during the work that prevents continuing performance;
 - i. Unavailability of transportation of critical construction materials; and
 - j. Circumstances related to a declared public health emergency not known or foreseeable at the time of bid.
2. Cause of Delay, Mitigation. If the reason for the delay was a Force Majeure event, the delayed party shall use its best efforts to minimize the delay caused by such an event. Additionally, the delayed party agrees to pursue all reasonably available options to mitigate and minimize the effects of the Force Majeure event as it relates to the Work schedule and Contract Price. Furthermore, no party shall mark up its costs or charge any overhead or profit for any additional materials or services provided because of the occurrence of a Force Majeure event.
3. Extension of Contract Time, Cost Escalation. Contract Time will be extended for the time corresponding to the amount of time delayed on the critical path schedule that is actually delayed by a Force Majeure event. Notwithstanding extending the time to perform because of one or more of the Force Majeure events listed above, Thornton shall not be obligated to adjust the Contract Price if Contractor failed to contract for the then prevailing costs of materials, goods and services needed to perform the Work, or failed to contract with its subcontractors, suppliers and materialmen when it was awarded this Contract ("Cost Escalation"). Thornton shall be relieved from compensating Contractor for any Cost Escalation caused by Contractor's failure to lock in the cost of needed materials and goods, or contract with its subcontractors, suppliers and materialmen at the time of Award.
4. Notice of Delay Required. Thereafter, the delayed party shall notify the other party within three (3) Calendar Days after the Force Majeure event is known, or should have been known, when requesting an equitable adjustment of time, Contract Price or both. If the delayed party fails to provide the required notice of the Force Majeure event, any resulting delay will not be excused. Any such notice shall describe the nature of the Force Majeure event, how the occurrence of the Force Majeure event delayed performance, the Work affected by the Force Majeure event, the known time and cost impacts, and the expected duration of the delay.
5. Documentation of Delay. The delayed party shall provide documentation to the other party that satisfactorily justifies that a Force Majeure event has in fact occurred. The documentation shall at a minimum, include:

- a. A written narrative detailing all time and cost impacts to the Project, and the efforts taken to mitigate the delays to performing the Work by the Substantial Completion date.
 - b. If Contractor is delayed, then Contractor shall provide an updated Critical Path Method Schedule, along with most recent prior baseline Critical Path Method Schedule, evidencing the impact of the Force Majeure event to the schedule in the critical path and total duration.
 - c. Evidence of the circumstances leading to the Force Majeure event.
 - d. Provide documentation supporting (a) any requested Cost Escalations; and (b) the material, supply and subcontractor agreements detrimentally affected by the Force Majeure event.
6. Affidavit. Any request for an equitable adjustment of time or cost or both related to a Force Majeure event shall be accompanied by a signed and notarized affidavit indicating that the circumstances leading to the Force Majeure event were unavoidable by the delayed party, that the delayed party took all possible preventative measures to avoid a cost increase or a time delay and exhausted all possible remedies to avoid a cost increase or a time delay, and further, that the delayed party insures that all information is accurate, correct, and complete.
- K. **Notice**. All Notices pertaining to the Contract or otherwise required to be given shall be transmitted in writing, to the responsible individuals at their current addresses, and shall be deemed duly given when received by the parties at their addresses or any subsequent persons or addresses provided to the other party in writing.
- L. **Titles and Captions**. The titles and captions are for convenience only and not as a limitation on the meaning of the provision.
- M. **Non-Discrimination**. In connection with the performance of Work under this Contract, Contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Contractor further agrees to insert the foregoing provision in all subcontracts hereunder.
- N. **Merger Clause**. No verbal agreement or conversation with any officer, agent or employee of Thornton, either before or after the execution of the Contract, shall affect or modify any of the terms, conditions, or other obligations set forth in any of the Contract Documents. This Contract and its documents along with the attached exhibits constitute the entire agreement between the Parties. No waiver, consent, modification or change of terms of this Contract shall bind either Party unless in a duly authorized written amendment or Change Order. Such waiver, consent,

modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Contract. By signing below, Contractor's authorized representative hereby acknowledges after reading this Contract, that they understand it and are bound by its terms and conditions.

- O. **Severability**. The provisions of this Contract shall be severable, if any term, phrase, or portion of the Contract is determined to be unlawful or otherwise unenforceable; however, the remainder of the Contract shall remain in full force and effect, so long as the severed clause does not affect the intent of the Parties.

- P. **Electronic Signatures and Electronic Records**. The Parties consent to the use of electronic signatures. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

- Q. **Counterparts**. The Parties may sign counterpart copies of the Contract, and each signed counterpart copy shall be considered an original and all countered signed copies shall constitute one and the same instrument.

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APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
Diana Fantano Hoffman
Senior Assistant Senior Attorney

Kimberly Newhart, Finance Director

ATTEST:

CITY OF THORNTON, COLORADO:

Kristen N. Rosenbaum, City Clerk

Sean Saddler, PE
Support Services Director

ATTEST: (FOR FIRM SIGNATURE) If corporation	INSERT FIRM NAME:
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

PRE-BID MEETING

DATE: 1/25/24 TITLE: Zadel Reservoir Fencing

BID/PROJECT NO: 18-554 TIME: 1PM CONFERENCE ROOM: IMC Community Room

NO.	NAME / FIRM	E-MAIL	PHONE
1	Patrick Hinterberger / COT	Patrick.hinterberger@thorntonCO.gov	303-538-7648
2	CLIFF BOHANNON METRO FENCE CO.	CLIFFB@METROFENCE.NET	303-563-9968
3	Brandon Felker	Brandon@DeanContracting.ORG	970-217-2441
4	COLE DEAN / DEAN CONTRACTING INC.	COLE@DEANCONTRACTING.ORG	970-222-7714
5	Mike Bocselman Ideal Fence	Mike B@IdealFenceCorp.com	720-290-8344
6	Dustin Zampedri Jones Comm.	dzampedri@jonescfc.com	720-583-1867
7	Anthony Marziano / Jones Commercial	amarziano@jonescfc.com	303.506.5796
8	Pete Bregall / COT	pete.bregall@thorntonCO.gov	720-977-6251
9	Dan West	dan@gwFenceLLC.com	(970) 690-9453
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Certificate Of Completion

Envelope Id: 2B2084FE678A49D18D8E3E7F23B49DA0	Status: Completed
Subject: Complete with DocuSign: 18-554 Addend no1 1-30-24.pdf	
Source Envelope:	
Document Pages: 25	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelope Stamping: Disabled	Patrick Hinterberger
Time Zone: (UTC-07:00) Mountain Time (US & Canada)	9500 Civic Center Drive
	Thornton, CO 80229
	Patrick.Hinterberger@ThorntonCO.gov
	IP Address: 199.117.212.4

Record Tracking

Status: Original	Holder: Patrick Hinterberger	Location: DocuSign
1/30/2024 4:52:24 PM	Patrick.Hinterberger@ThorntonCO.gov	

Signer Events

Patrick Hinterberger
 Patrick.Hinterberger@ThorntonCO.gov
 Sr. Contract Administrator
 SHI OBO City of Thornton
 Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

 6DA8F281E4154C8...
 Signature Adoption: Pre-selected Style
 Using IP Address: 199.117.212.4

Timestamp

Sent: 1/30/2024 4:53:24 PM
 Viewed: 1/30/2024 4:53:43 PM
 Signed: 1/30/2024 4:54:00 PM
 Freeform Signing

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	1/30/2024 4:53:24 PM
Certified Delivered	Security Checked	1/30/2024 4:53:43 PM
Signing Complete	Security Checked	1/30/2024 4:54:00 PM
Completed	Security Checked	1/30/2024 4:54:00 PM
Payment Events	Status	Timestamps