

THE CITY OF THORNTON

REQUEST FOR CONTRACTOR QUALIFICATIONS

FOR THE

THORNTON WATER PROJECT

PROJECT NUMBER 12-777G2

SUBMITTAL DEADLINE: 5:00 P.M.

SUBMITTAL DATE: April 12, 2024

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CITY OF THORNTON
REQUEST FOR CONTRACTOR QUALIFICATIONS

SUBMITTAL DEADLINE: April 12, 2024, at 5:00 P.M.

Notice Request for Contractor Qualifications (RFQ): The City of Thornton (Thornton) is requesting Statement of Qualifications submittals from General Contractors (Respondent) interested in bidding on the multiple construction packages for the **Thornton Water Project, Project No. 12-777G2.**

Submittal Location and Deadline:

Statement of Qualifications submittals shall be delivered by one of the following:

- Electronic proposals shall be submitted/uploaded to BidNetDirect.com website in response to this solicitation;
- Or Physical proposals may be submitted by mail or courier service;
- Or Physical Proposals will be received in the Contract Administration Office, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326.

Late Proposals will not be accepted under any circumstance, and any Proposal received after the deadline shall be returned to the proposing firm unopened. In addition, Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposals either by airfreight, postal service, or other means. Notwithstanding the above, all late proposals will be returned to the proposing firm unopened.

Statement of Qualifications shall be received no later than **5:00 p.m. on April 12, 2024.** Submittals received after the deadline will not be accepted and will be returned to the sender unopened. Statement of Qualifications properly submitted before the deadline will not be returned to the submitting Respondent. All questions regarding the RFQ shall be directed in writing to Patrick Hinterberger, Contracts Supervisor, e-mail patrick.hinterberger@cityofthornton.net.

Contractors who were previously prequalified for the Thornton Water Project under RFQ 12-777G in September of 2018 are eligible to complete a renewal Statement of Qualifications to remain prequalified. These contractors shall reach out to the Contracts Supervisor for that form.

The Thornton Water Project is comprised of approximately seventy-five (75) miles of 42" fully welded steel pipe, a pump station, a booster pump station and a water tank.

This Project will be phased and bid in separate geographical construction packages. The packages will vary in size and location. Pipeline construction is separated into 6 construction packages, designated A through F. Segment D has been completed and

Segments A and B are currently under construction. Segments C, E and F will be bid to the contractors pre-qualified under this RFQ, which represent approximately 40 miles of the pipeline.

This RFQ is to prequalify Contractors to bid on these construction packages. Contractors will be prequalified separately for two (2) types of work:

**Pipe Construction
and/or
Pump Station Construction.**

Contractors 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 Patrick Hinterberger at patrick.hinterberger@ThorntonCO.gov, and specify that you are requesting a Word version of the following: **“Request for Qualifications, Thornton Water Project RFQ, Project No. 12-777G2”**. Thornton accepts no liability for any changes or modifications to this document.

Thornton utilizes the BidNet Direct System at www.BidNetDirect.com to distribute official copies of the RFQ for use in preparing responses. Bidders will be required to register with the website to download the RFQ documents and addenda. There is no charge by BidNet Direct for this service. If you experience problems with the BidNet Direct website, call 1-800-835-4603 for assistance. Bidders are required to acknowledge all addenda with their response and are encouraged to register with the website to view the addenda posted there prior to submission of a RFQ. Bidders that do not acknowledge all addenda may be considered non-responsive. The RFQ documents, including addenda, are also available for viewing at the Contract Administration office located on the 2nd floor of City Hall at 9500 Civic Center Drive, Thornton, CO. Bidders that do not have download and/or printing capability in-house may contact a commercial reprographics company for assistance with downloading and printing the RFQ.

Date First Published: March 27, 2024

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

DocuSigned by:
Patrick Hinterberger
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BY:

Patrick Hinterberger
Contracts Supervisor

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INTRODUCTION

It is Thornton's intent to prequalify Contractors based on experience, past-performance and other factors. Prequalified Contractor's shall be extended an Invitation for Bid (IFB) for solicitation packages as they are developed, which will include a stamped, ready for construction set of specifications and drawings. It is Thornton's intent to bid out packages of work in phases to the prequalified contractors. The work may be awarded to one (1) or multiple Contractors at Thornton's discretion.

Qualification information is being requested from Respondents interested in prequalifying for bidding. Thornton will evaluate the qualifications of Respondents and will notify prequalified Respondents prior to issuance of a bid package for the Project. Information regarding company and personnel experience, references, work history, staffing plan, training, employee benefits, financial standing, insurance and bonding capacity, litigation and claims history, safety record, and capacity and capability to perform the work, and other information is requested via the attached Statement of Qualifications Form.

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

Thornton is qualifying contractors for two (2) types of construction, pipe installation and pump station construction. It is Thornton's intent to bid the water tank with one of the pipe installation work packages. Contractors or their subcontractors performing this work will be post qualified during the bidding process.

REQUEST FOR CONTRACTOR QUALIFICATIONS

Thornton is soliciting written Proposals from qualified firms to prequalify for the **Thornton Water Project, Project No. 12-777G2**. To be eligible for consideration, the responding firm must be capable of supplying the Services 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, or formally advertise and hard bid any elements of this work at Thornton's sole option.

SECTION I – INQUIRIES AND INSTRUCTIONS

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 contract contemplated for this project, is subject to disqualification except if it is to make an inquiry as provided herein, to request general information about the RFQ, submission deadlines and the availability of any addenda related to the RFQ. All communications should be directed to the Contracts Supervisor.

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

City of Thornton
Attention: Patrick Hinterberger, Contracts Supervisor
9500 Civic Center Drive
Thornton, CO 80229-4326
Fax: 303-538-7556
E-mail: patrick.hinterberger@cityofthornton.net

If a proposing firm 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 the Contracts Supervisor. Any interpretation of, or change made to the RFQ will be made by written addendum to each proposing firm 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 the tenth (10th) Calendar Day prior to the date established for the submission of the Proposal. 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

All Proposals must be received in Thornton's Contract Administration Office, City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326 prior to **5:00 p.m.** local time on **April 12, 2024**. Proposals must be submitted in a sealed envelope plainly marked “**Request for Qualifications, Thornton Water Project RFQ, Project No. 12-777G2**”, and addressed to the Contracts Supervisor. Proposing firm's name and address shall also appear on the outside of the sealed envelope containing the Proposal. If the Proposal is sent by U.S. mail or courier service, the Proposal shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate “**Proposal Enclosed, Thornton Water Project RFQ, Project No. 12-777G2**”, on the outside of the mailing envelope or box.

Late Proposals will not be accepted under any circumstance, and any Proposal received after the deadline shall be returned to the proposing firm unopened. In addition, Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposals either by airfreight, postal service, or other means. Notwithstanding the above, all late proposals will be returned to the proposing firm unopened.

SECTION III – CONFIDENTIAL INFORMATION

Prior to Selection, any information contained within the Proposal may be held confidential and proprietary by Thornton as solely determined by Thornton. After Selection, the information within the Proposal becomes public information with the exception of information that has been clearly marked as confidential and proprietary by the proposing firm. Any information marked confidential shall comply with Colorado's Open Records Act (CORA) and other applicable statutes. Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing firm 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 and proprietary. Further, it is not acceptable to mark price proposal information as confidential and proprietary. Failure to adhere to these restrictions may result in the entire Proposal being deemed non-responsive.

The Respondent **shall not** submit proprietary financial information such as financial statements, depreciation statements, or balance sheets.

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 PROPOSAL SUBMITTAL

1. Only prime general Contractors are required to submit prequalification documents. Subcontractors and suppliers will 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 proposing firms 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 Proposal.
3. Only one (1) Statement of Qualifications will be accepted from any Respondent. This includes each member of a joint venture.
4. For joint ventures, a Statement of Qualifications 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) days of notification of not being prequalified, Thornton may at its sole option shred these documents.
6. Material misstatements on any of the Statement of Qualifications forms may be grounds for rejection of the Respondent's proposal on this Project. Any such misstatement, if discovered after award of the Contract to such Respondent, may be grounds for immediate termination of the Contract. 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 firm submitting a Statement of Qualifications will be notified individually of their prequalified status by Thornton.
8. No firm will be considered for prequalification on this Project if it is in arrears, indebted, debarred or is in default on a contract or obligation, either as surety or in any capacity, with Thornton.
9. Thornton reserves the right to reject any, and all Proposals, or any part thereof. Thornton further reserves the right to waive any formalities, or informalities contained in any Proposal, and to award the Agreement to the most responsive, responsible, and trustworthy proposing firm as deemed in the best interest of Thornton.
10. All Proposals 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 Proposal, shall be borne solely by the proposing firm.
12. The Respondent shall include with their Proposal the declaration contained in Appendix F Acceptance of Conditions Statement.
13. Thornton will not return Proposals, or other information supplied to Thornton, to the proposing firms. Unless the proposal is submitted late, then Thornton will return the proposal to the respondent unopened.
14. Thornton reserves the right to require the submission of additional information upon request.

15. Prequalifying a Respondent shall not deprive Thornton of the right to reject any Statement of Qualifications where other circumstances and developments have, in the opinion of Thornton, changed the qualifications or responsibility of the Respondent.
16. Thornton reserves the right to reject any or all Statements of Qualifications, 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 Statements of Qualifications 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.
17. Thornton reserves the right to ask for updates to this information if in Thornton's opinion, enough time has elapsed to question the accuracy of this information. And/or if Thornton believes that a Contractor's information may have substantially changed.
18. Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any contract involving an amount in excess of one hundred dollars (\$100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect, in the proposing firm or this RFP. Certain other restrictions may also apply to contracts in which an employee, member of a board or commission, City Council member or member of their family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member.

Non-compliance with the above requirements may be reason for disqualification.

SECTION VI – EVALUATION OF PROPOSALS

All Proposals will be evaluated by a Selection Committee assigned by the City Manager, or their designee. Proposals 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 Contractors. The City Manager, or designee, shall make the final determination of the firms selected.

SECTION VII – EVALUATION CRITERIA

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

General Criteria:

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 like similar projects;
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 firm's track record of successful project completion, with minimal interference to the public or of public complaints, as demonstrated through references;
5. Appropriate technical experience of the firm's key-personnel (resumes of key-personnel detailing similar experience on other projects);
6. The Respondent's safety program and safety record on completed and ongoing projects over the past three (3) years. Criteria will be evaluated as follows:
 - a. Experience Modification Rating (EMR) for each of the past three (3) years. Contractor's three (3) year average EMR should be no greater than 1.0. If a Contractor's three (3) year average EMR is greater than 1.0 but less than 1.2, it is subject to Committee review (which may lead to possible disqualification) and Thornton may ask Contractor to submit additional information about its safety program to the Selection Committee to help assess eligibility. Any three (3) year average EMR greater than 1.2 is grounds for disqualification without further review at Thorntons discretion;
 - b. Total Recordable Incident Rates (TRIR); (will be evaluated on a case-by-case basis).
 - c. Days Away Restricted Time (DART); (will be evaluated on a case-by-case basis).
 - d. Company fatalities within the last three (3) years (will be evaluated on a case-by-case basis).
7. That the firm is not in arrears on any obligation to Thornton or to any other public owner;
8. Pending or completed legal actions against the firm, that in Thornton's opinion could impact the company's ability to complete this project;
9. Track record working/dealing with several Governmental, multi-jurisdictional permitting agencies for a single project;

10. Ability to meet the minimum insurance requirements in Exhibit E;
11. Ability to demonstrate that their staffing plan and personnel procurement, workforce development and training, current hourly rates of pay, and employee benefits shall be within a normal and acceptable range for the industry and the local community:
 - a. Respondents are responsible for demonstrating that the combination of current pay roll wages and benefits provided to employees meets or exceeds the market standards for the local community, or Contractor must certify that hourly wages meet or exceed the applicable Adams County Davis Bacon Wage Determination (acceptable benchmark). Alternatively, Thornton will review hourly pay ranges for key positions within the Contractor's field organizational structure. Wages for salaried management personnel do not need to be provided.
 - b. The Selection Committee will review and evaluate combined hourly wage rates and benefits and compare those against other Respondents and against other wage information as it deems applicable and/or appropriate at its sole discretion.
 - c. The Selection Committee has the right to request clarifying information and/or actual pay roll documentation to verify the accuracy of the submitted information. Respondents could be disqualified if it is determined that the pay ranges are not accurate based on actual payroll information provided.

Waterline Specific Criteria:

1. Successful completion of at least three (3) water conveyance pipeline projects of a similar size and scope. Qualifying projects shall include installation of 48" diameter or larger pipeline, a minimum of 10,000 lf. (each project). Two (2) of the three (3) projects must be within the State of Colorado or within the Western United States. Projects of similar nature shall exceed thirty million dollars (\$30,000,000) in contract value;
2. Successful completion of at least two (2) bored pipeline installations crossing a flowing river, or active waterway of similar size to the St. Vrain or Platte Rivers. This work may have been performed by a subcontractor;
3. Qualifying projects must have been performed for municipalities or quasi-municipal water district clients, or industrial type applications such as mining. Projects performed for developers or private entities will not be considered as qualifying projects;

4. Qualifying projects must have been principally pipeline projects. Large infrastructure projects (similar dollar values) with ancillary pipeline work will not be considered as a qualifying project;
5. Qualifying projects must have demonstrated the existence of a successful relationship with public agencies as determined by references;
6. Qualifying projects must have been performed principally by the Respondent's own forces. Work performed principally by subcontractors will not be considered as qualifying, (include percentage self-performed and summary of specialties that are sub-contracted);
7. Bonding capacity per project must be sixty million dollars (\$60,000,000) or higher. Note that some of the construction packages may be in the range of one hundred million dollars (\$100,000,000). Contractors may bid on construction packages up to their bonding limit, based on the Engineers cost estimate for construction for each of the bid packages. The Contractor shall have the ability to bond these projects at one hundred (100%) percent of the construction value; and
8. Experience on like similar projects. Projects must include steel water conveyance pipelines and or pump stations and have been constructed for a municipality, quasi-governmental agency. All qualifying experience and projects must have been completed within the past eight (8) years.

Pump Station Specific Criteria:

1. Successful completion of at least two (2) water pump station projects or other types of water facilities, such as treatment plants, capable of pumping of 40 MGD or larger. Projects must be within the State of Colorado or within the Western United States. Projects of similar nature shall exceed five million dollars (\$5,000,000) in contract value;
2. Qualifying projects must have been performed for municipalities or quasi-municipal water district clients, or industrial type applications such as mining. Projects performed for developers or private entities will not be considered as qualifying projects;
3. Qualifying projects must have been principally pump station projects;
4. Qualifying projects must have demonstrated the existence of a successful relationship with public agencies as determined by references;
5. Qualifying projects must have been performed principally by the Respondent's own forces. Work performed principally by subcontractors will not be considered as qualifying, (include percentage self-performed and summary of specialties that are sub-contracted); and

6. Bonding capacity per project must be five million dollars (\$5,000,000) or higher. The Contractor shall have the ability to bond these projects at one hundred percent (100%) of the construction value.

Respondents will be prequalified on the basis of an evaluation of all factors judged to be in the best interest of Thornton. These factors will include those listed above, as well as the Respondent's previous performance on work for Thornton or other municipal or quasi-municipal utility owners, overall experience of the principal Respondent, the experience of the personnel proposed for assignment to the Project, references from owners of similar projects, financial condition of the firm, bonding and insurance capacity of the firm, dispute/litigation and claim history, information listed in Appendix A, and other factors as determined by Thornton.

SECTION VIII – INSTRUCTIONS

Proposals shall include:

1. The Statement of Qualifications Form in Appendix A shall be completed in full by typing or legible hand lettering in black ink. All sections (including instructions and forms) included in this document shall be submitted. Where space provided for responses is inadequate, supplement with additional referenced attachments as necessary.
2. Completed Appendix B – Respondent's Qualification Affidavit.
3. Completed Appendix C – Reference Authorization and Release Form.
4. Completed Appendix F – Acceptance of Conditions Statement.
5. Respondents shall submit evidence from their bonding company that their firm has the appropriate bonding experience and capacity for the future work. Separate Performance Bond and Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the Contract amount for each work package, will be required from the successful Respondent. Respondents wishing to qualify shall identify their anticipated surety company and their total available bonding capacity. The surety or sureties must be listed in Federal Circular 570 and must be approved by Thornton. In no case will sureties with less than an A.M. Best's A rating be approved.
6. Respondents will also be required to show ability to provide General Liability, Auto Liability, Workers' Compensation, and Builders Risk insurance coverage with the minimums stated in Appendix E. Insurers, at a minimum, are required to be admitted in the State of Colorado and maintain an A.M. Best Financial Strength Rating of A or higher.

7. Respondents shall submit a list of completed or ongoing projects they believe represent the firm's ability to successfully fulfil the needs of the Thornton Water Project.
8. Provide resumes of your proposed Project Manager(s) and Superintendent(s) and include references for each from owners and consulting engineers or architects for their last three (3) projects. Of the similar completed projects listed previously, indicate which were worked on by your proposed Project Manager and Superintendent.
9. An explanation of the firm's equipment capabilities available to complete the work.
10. Information regarding the firm's safety program.
11. Evidence of sufficient insurance required for the project and a sample Certificate of Insurance.
12. Any other information deemed necessary by the proposing firm.

APPENDIX A – STATEMENT OF QUALIFICATIONS FORM

Please consider my firm's request to be prequalified for the **Thornton Water Project, Project No. 12-777G2**.

Use additional sheets wherever necessary.

Specify work to be prequalified for **(circle/highlight type(s) of construction below)**:

Waterline Construction

Pump Station Construction

Full Legal Name of Respondent/company: _____

Contact Name: _____

Respondent Address: _____

Phone Number: _____

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

Contact e-mail: _____

Contact e-mail: _____

Contact e-mail: _____

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

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

3. If a corporation, answer the following:

Date of incorporation: _____

State of incorporation: _____

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

4. If a partnership, answer the following:

Date of organization: _____

Type of partnership: _____
(General/Limited/Assoc)

Name and address of _____
all partners: _____

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

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

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

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

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

9. Has your firm ever failed to be awarded a contract on which your firm was low Respondent? _____ If "yes," state when, where, and why below.

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

11. Liquidated damages and/or disputes: List all government or agency projects in the last two (2) years where liquidated damages were or may be assessed, and where substantial disputes on projects occurred or are currently occurring. Attach a detailed explanation, using an additional sheet if necessary.

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

13. 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 your firm have the immediate capacity to perform the work required for this Project?

[] Yes [] No

14. Include a proposed project organization chart showing key staff, their area of responsibility, and the date they will be available to begin work on the Project.

15. 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 2023 numbers yet, use the most current three-year period that you have):

2021 - _____

2022 - _____

2023 - _____

Three (3) year average - _____

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

2021 - _____

2022 - _____

2023 - _____

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.

2021 - _____

2022 - _____

2023 - _____

Three (3) year average - _____

16. Describe any experience by the firm or key staff with partnering, both formal and informal. Highlight the partnering experience by key staff proposed for this Project. Indicate if the firm plans to conduct any partnering sessions on this Project.

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

18. Insurance Company:

- a. Provide the name, address, and telephone number of the firm'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.
- 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.

19. In a separate sealed envelope labeled with the Project name and number, the firm'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 firm or any of the firm's directors, partners, or officers were party in their role as director, partner, or officer of the Firm, 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 your firm or against any of the firm'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 firm, or against any of the directors, partners, or officers of the firm. Indicate the Parties and summarize the nature of the dispute.
20. Was the firm 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:

21. Criminal Convictions:

Indicate if the firm, 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. _____

22. Financial Capacity:

By submission of the Qualification Affidavit, the 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.

23. Provide information on the following:

- a. Respondent's workforce development and training.

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

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

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

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

Foreman:

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

Highest paid \$ _____

Lowest Paid \$ _____

Average \$ _____

Heavy Equipment Operator:

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

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

Small Equipment Operator:

Includes: Rubber tire backhoes, skid steers, etc.

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

Truck Driver:

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

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

General Laborer:

Includes: General unskilled labor, etc.

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

RESPONDENT'S QUALIFICATION AFFIDAVIT
PROJECT NO. 12-777G2

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.

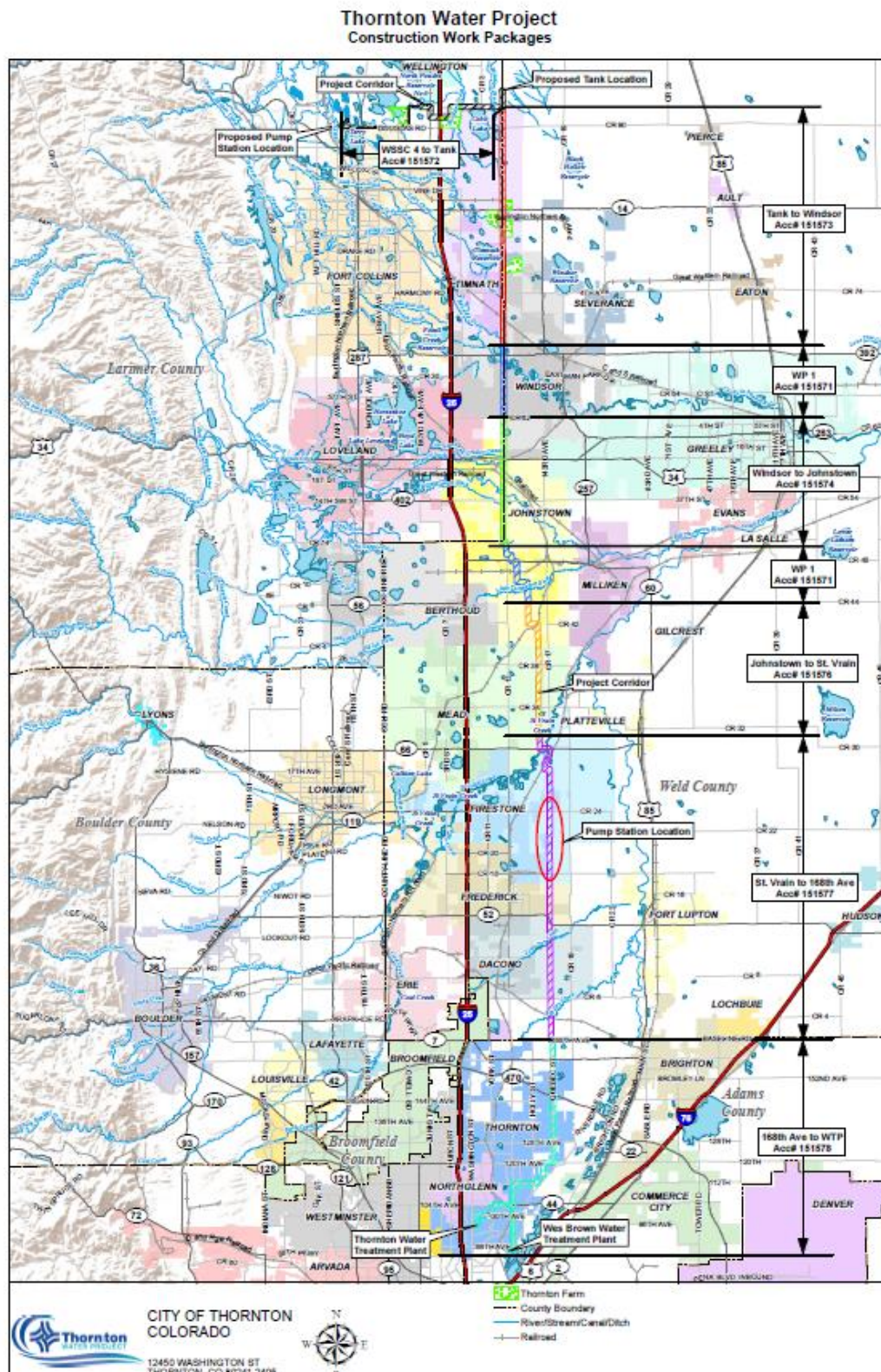
My commission expires: _____

Notary Public

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APPENDIX D – PRELIMINARY PIPELINE ALIGNMENT



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

INSURANCE

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

1. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.
2. Commercial General Liability Insurance **(MINIMUM LIMITS)**
 - (a) Each Occurrence \$2,000,000.00
 - (b) Products/Completed Operations Per Occurrence \$2,000,000.00
 - (c) Products/Completed Operations Aggregate \$3,000,000.00
 - (d) Personal and Advertising Injury \$2,000,000.00
 - (e) General Aggregate \$5,000,000.00

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

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

3. 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 Contractor's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired and employee autos.
4. Umbrella policy for the Commercial General Liability Insurance and Automobile Liability Insurance with limits of not less than ten million dollars (\$10,000,000). The umbrella policy shall follow form and shall afford no less coverage than the primary policies and shall contain no exclusions for explosion, collapse, and underground liability (XCU).

5. Contractor's Pollution Liability insurance with limits of not less than \$2,000,000 per incident and aggregate limit. It shall include third party liability coverage for bodily injury, property damage, defense, clean up, and related costs as a result of pollution conditions (sudden/accidental or gradual) arising from contracting operations performed by or on behalf of the Contractor.
6. Other insurance, with varying limits, which from time to time, may reasonably be required by the mutual agreement of Thornton and Contractor against other insurable hazards relating to the Work to be done, shall be provided.
7. Builder's Risk Insurance Policy with minimum limits of not less than the insurable value of the Work to be performed under this Contract at completion, less the value of the Materials and Equipment insured under Installation Floater Insurance. The value shall include the aggregate value of any Thornton-furnished Materials and Equipment to be erected or installed by the Contractor not otherwise insured under Installation Floater Insurance. The value of Thornton-furnished Materials and Equipment is estimated to be \$0.

The policy shall protect the Contractor, 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, while in transit, during installation, and during testing. The Builder's Risk coverage shall be maintained in effect until all Work under this Contract is completed and Thornton has issued its written Final Acceptance of the Project. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular Work to be performed under this Contract, but to insure against at least the following perils or causes of loss: fire; lightning; windstorm; hail; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by any supplementary conditions or other provisions of this Contract. The policy shall provide for losses to be payable to the Contractor 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 Contractor 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 Contractor 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 Contractor or Thornton.

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

The policy shall protect the Contractor, 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, while in transit, during installation, during testing, and after the Work under this Contract is completed. The policy shall be of the "all risks" type, with coverages designed for the circumstances which may occur in the particular Work to be performed under this Contract, but to insure against at least the following perils or causes of loss: fire; lightning; windstorm; hail; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by any supplementary conditions or other provisions of this Contract. The policy shall provide for losses to be payable to the Contractor 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 Contractor or Thornton.

- B. Contractor 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 Contractor. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination or completion of the Contract. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of the Contract.
- C. Contractor shall cause any Subcontractor to procure and maintain adequate levels of insurance coverage for Workers' Compensation, Commercial General Liability, Automobile Liability, and other coverages Contractor may require. Contractor shall

require Professional Liability insurance for any Subcontractor performing delegated design services with minimum limits of \$2,000,000 per claim and \$4,000,000 aggregate, and if coverage is written on a claims-made coverage form, it shall continue for three (3) years following termination of this Agreement. For Commercial General Liability, Pollution Liability, Umbrella Liability, and Automobile Liability insurance of any Subcontractor, Thornton, its officers, agents, and employees shall be named as an additional insureds and shall include a waiver of subrogation in favor of Thornton. Contractor shall prepare a schedule of required coverages for each of its Subcontractors and shall submit such schedule to Thornton prior to any Subcontractor commencing any Work under the Contract. Such coverages for any Subcontractors shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Contractor.

- D. The Contractor shall name Thornton, its officer, agents, and employees as additional insureds with respect to the Commercial General Liability, Umbrella Liability, Auto Liability, Pollution Liability, Builder's Risk and Installation Floater coverages above. Contractor shall require any Subcontractor to carry the same minimum limits as the Contractor unless otherwise agreed to in writing by the City and to name Thornton, its officers, agents, and employees as additional insured with respect to Commercial General Liability, Umbrella Liability, Pollution Liability, and Auto Liability coverages and shall include a waiver of subrogation in favor of Thornton. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by the Contractor's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton **prior to commencement of any Work under this Contract.** The Contractor shall provide (or cause to be provided) copies of Certificates of Insurance from all subcontractors indicating the City's Additional Insured statuses on their General Liability and Auto Liability policies, and any subcontractor required Umbrella Liability and Pollution Liability coverages. The initial completed Certificate(s) of Insurance and Additional Insured Endorsement(s) shall include the Contractor's e-mail address for future inquiries and updates, and shall be sent to:

City of Thornton
Patrick Hinterberger, Contracts Supervisor
9500 Civic Center Drive
Thornton, CO 80229-4326

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

- E. Failure on the part of the Contractor or a Subcontractor to procure or maintain policies providing the required coverages, terms, conditions, and minimum limits shall constitute a material breach of Contract upon which Thornton may immediately terminate the Contract. At its discretion, Thornton may procure or renew any such policy or any extended reporting period and may pay any and all premiums in connection therewith, and all monies paid by Thornton shall be repaid by Contractor to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due or to become due to Contractor from Thornton. In addition to the foregoing, in the event any coverage required by the Contract expires or is cancelled during the term of the Contract, the Contractor 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 Contractor shall not be entitled to any compensation therefor, including compensation for delay. The Contract Time shall continue to run during such suspension period and the Contractor shall remain fully responsible for any Liquidated Damages that are assessed as a result of late performance. During such suspension of Work the Contractor remains responsible for all safety and protection of persons and property under the Contract.
- F. Thornton reserves the right to request and receive a certified copy of any policy and any declarations, endorsements and amendments thereto. Contractor 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 Contractor. The Contractor shall be solely responsible for any deductible losses under the required policies and such deductible losses shall not be billed to Thornton. The Commercial General Liability, Auto Liability, and Pollution Liability coverages shall provide for severability of interests with no insured-versus-insured or cross-liability exclusions.
- H. The Contractor shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to the Contract by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.
- I. The Parties understand and agree that Thornton, its agents, officers, and employees, are relying on, and do not waive or intend to waive by any provision of this Contract, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as may be amended, or otherwise available to Thornton, its agents, officers, or employees.
- J. The Contractor shall provide Products and Completed Operations Liability Insurance and name Thornton, its officers, agents and employees as an additional insured for

a minimum of one (1) year after the date of Final Acceptance. The Contractor 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.
- L. The Contractor shall name the following as additional insureds for completed operations with respect to the Commercial General Liability, Auto Liability, Umbrella Liability, and Pollution Liability coverages above:

APPENDIX F ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with firms which employ certain relatives of Thornton employees unless the City Council determines that the making of such a Contract is in Thornton's best interest.

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 proposing firm or this Request for Proposal, 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): _____

Proposing Firm Name: _____

Address: _____

Telephone Number: _____

Submitted By: _____

(Signature)

Title: _____

Date: _____

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

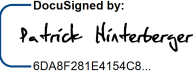
My Commission Expires (if notarized): _____

Certificate Of Completion

Envelope Id: 4F016FBED1D84B91871AF58E8DF8E2DD	Status: Completed
Subject: Complete with DocuSign: 12-777G2 RFQ 3-27-24.docx	
Source Envelope:	
Document Pages: 37	Signatures: 1
Certificate Pages: 1	Initials: 0
AutoNav: Disabled	Envelope Originator:
Envelopeld 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
3/27/2024 11:35:31 AM	Patrick.Hinterberger@ThorntonCO.gov	

Signer Events	Signature	Timestamp
Patrick Hinterberger	<div>DocuSigned by:  6DA8F281E4154C8...</div>	Sent: 3/27/2024 11:35:47 AM
Patrick.Hinterberger@ThorntonCO.gov		Viewed: 3/27/2024 11:36:02 AM
Sr. Contract Administrator		Signed: 3/27/2024 11:36:13 AM
SHI OBO City of Thornton		Freeform Signing
Security Level: Email, Account Authentication (None)	Signature Adoption: Pre-selected Style	
	Using IP Address: 199.117.212.4	

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2024 11:35:47 AM
Certified Delivered	Security Checked	3/27/2024 11:36:02 AM
Signing Complete	Security Checked	3/27/2024 11:36:13 AM
Completed	Security Checked	3/27/2024 11:36:13 AM

Payment Events	Status	Timestamps
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