

ADDENDUM NO. ONE

AULT FARMS 11, 43 & 79 PERIMETER FENCING

PROJECT NO. 26-170A

CITY OF THORNTON, CO

TO: Prospective Bidders and all others concerned

DATE: April 7, 2026

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. In the *CONTRACT, Section II, Paragraph C.2 Substantial Completion Date*, shall be revised to say “Contractor shall diligently and continuously perform and substantially complete all Work within one hundred twenty (120) Calendar Days from the date of Notice to Proceed (“Substantial Completion Date”), and be subject to the General Conditions’ Article XIII, Substantial Completion.”
 - b. The *BID PROPOSAL* shall be deleted and replaced with the attached *BID PROPOSAL (ADDENDUM NO. 1)*.
 - c. *EXHIBIT C – DRAWINGS AND SPECIFICATIONS* shall be deleted and replaced with the attached *EXHIBIT C – DRAWINGS AND SPECIFICATIONS (ADDENDUM NO. 1)*.
2. The Pre-Bid Conference Minutes are attached for additional information.
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

Patrick Hinterberger
Contracts Supervisor

Date

BID PROPOSAL ADDENDUM NO. 1

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

| Addendum # | Dated | Initial |
|------------|-------|---------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

The undersigned Bidder expressly agrees to the following provisions:

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

List below any Subcontractor(s) and Supplier(s) whose contract(s) exceeds ten thousand dollars (\$10,000).

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

Attach additional sheet if more space is needed.

SCHEDULE OF CONTRACT PAY ITEMS AND PRICES ADDENDUM NO. 1

| Item | Description | UOM | Unit Price | Qty | Total Price |
|----------------|---|-----|------------|---------|-------------|
| 1 | Mobilization | LS | | 1 | |
| Farm 11 | | | | | |
| 2 | Demolition/clearing | LS | | 1 | |
| 3 | Remove & dispose of existing fence | LF | | 3,000* | |
| 4 | Furnish & install perimeter fence | LF | | 11,600* | |
| 5 | Gates | EA | | 2 | |
| Farm 43 | | | | | |
| 6 | Demolition/Clearing | LS | | 1 | |
| 7 | Remove & dispose of trees at southeast side of site | LS | | 1 | |
| 8 | Remove & dispose of existing fence | LF | | 1,700* | |
| 9 | Furnish & install perimeter fence | LF | | 19,600* | |
| 10 | Gates | EA | | 8 | |
| Farm 79 | | | | | |
| 11 | Demolition/Clearing | LS | | 1 | |
| 12 | Remove & dispose of existing fence | LF | | 5,000* | |
| 13 | Furnish & install perimeter fence | LF | | 10,700* | |
| 14 | Gates | EA | | 2 | |
| Farm 15 | | | | | |
| 15 | Bonds (required if project subtotal is over \$150k) | LS | | 1 | |

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

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

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

Total Base Bid Proposal _____ Dollars
(Words)
 _____ Cents
(Words)

\$ _____
(Numerals)

BID ALTERNATE NO. 1 SCHEDULE OF CONTRACT ITEMS AND PRICES

| Item | Description | UOM | Unit Price | Qty | Total Price |
|------|--|-----|------------|-----|-------------|
| 1 | Remove & dispose of trees at northwest side of farm 43 | LS | | 1 | |

Total Bid Alternate No. 1 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)

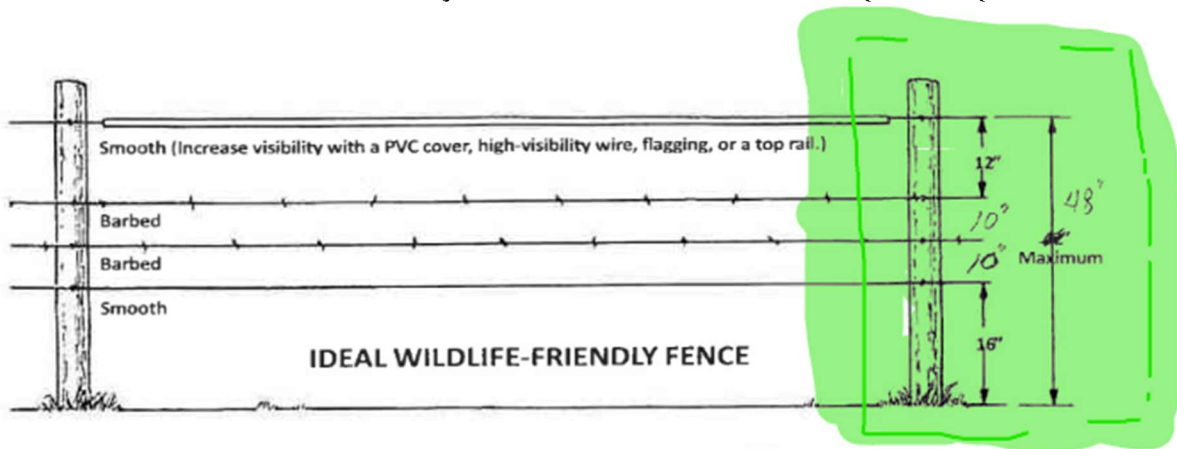
EXHIBIT C

DRAWINGS AND SPECIFICATIONS

ADDENDUM NO. 1

City of Thornton
Ault Farms No. 11, 43 & 79 Perimeter Fencing, Project No. 26-170A

Furnish and Install "Wildlife Friendly 4-Strand" woven wire fence per this profile:



- Top wire to be 12.5-gauge smooth, woven wire, with white PVC cover/high visibility wildlife friendly.
- Middle two wires to be 12.5-gauge barbed wire.
- Bottom wire to be 12.5-gauge smooth, woven wire.

Posts:

- Steel "T" posts, 6.5' tall, placed every 14 feet along fence.
- Every 5th post shall be a wooden post, 4" diameter, 8' tall.
- Wooden "H" braces, 6" diameter, to be installed every ¼ mile and where gates are required.
- Wooden corner braces to be installed at every corner or change of direction.

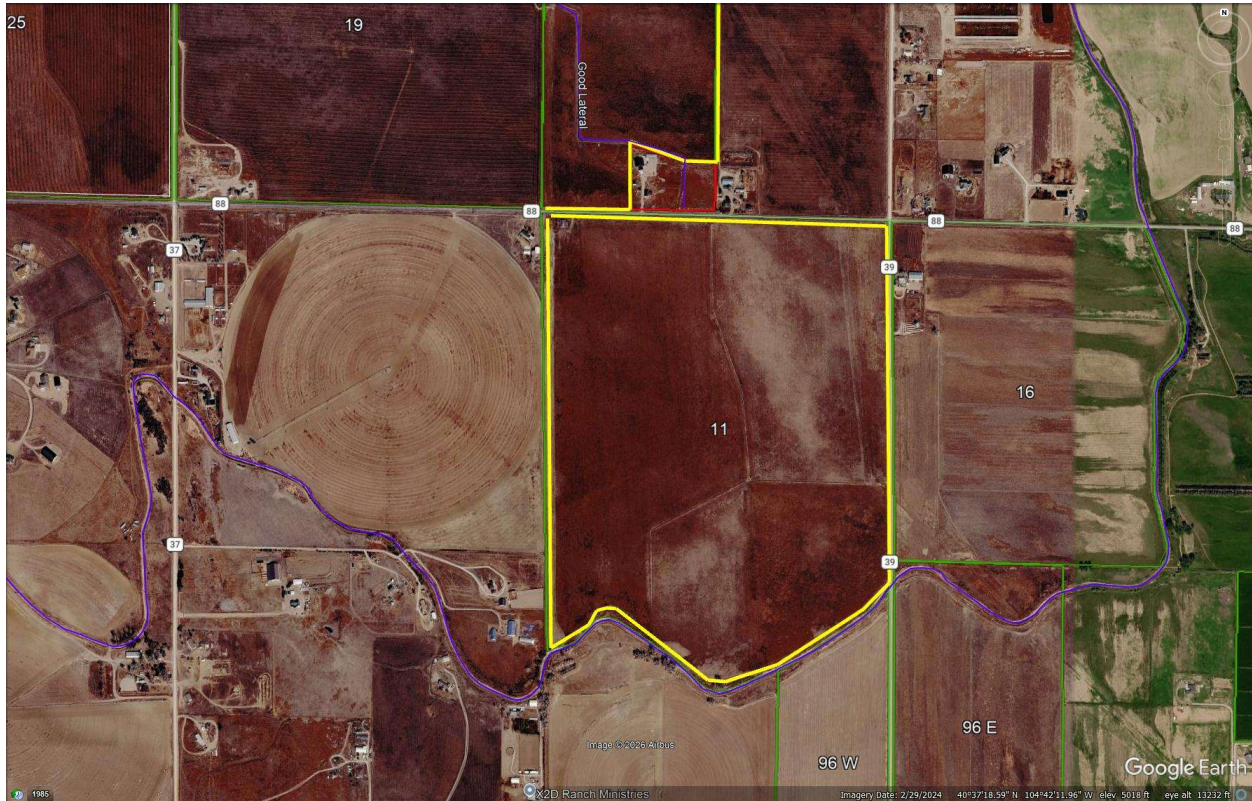
Gates:

- Green, steel cattle gates, 20' long, mounted to wooden "H" braces.

Farm 11

Farm 11 is a converted irrigated farm to rangeland pasture for grazing. There is an existing perimeter fence that needs to be removed. There is an irrigation delivery ditch on the south end of the farm of which we need to stay back at least 30 ft from center line.

- Remove & dispose of 3,000 linear feet of existing fence.
- Furnish & install 11,600 linear feet of perimeter fencing.
- Furnish & Install two (2) gates at yard entrance on north end of farm.



Farm 43

Farm 43 is a converted irrigated farm to rangeland pasture for grazing. There is an existing perimeter fence that needs to be removed on several sides of the farm. There is an irrigation delivery ditch on the east side that we need to stay back at least 30 ft from center line on. There is an oil well access road and pad site that will be fenced out. There is a very large old stand of trees on the south side that the fence will be in very close proximity to.

- Remove & dispose of 1,700 linear feet of existing fence.
- Remove & dispose of trees along border of private residence at southeast side of site.
- Furnish & Install 19,600 linear feet of perimeter fencing.
 - Fencing directly adjacent to private residence shall have smooth wire substituted in lieu of barbed wire.
- Furnish & Install eight (8) total gates.
 - 2 gates at southeast corner of farm.
 - 2 gates at yard entrance near middle northwest of farm.
 - 2 gates at south fence near middle of northwest farm.
 - 2 gates at northwest corner of east part of farm.
- BID ALTERNATE NO.1: Remove & dispose of trees along property line at northwest side of site.



Farm 79

Farm 79 is a converted irrigated farm to rangeland pasture for grazing. There is a perimeter fence on the east side that needs to be removed. There is a perimeter fence on the west side that needs to be removed. There is a perimeter fence on a portion of the south that will be utilized from a previous project.

- Remove & dispose of 5,000 linear feet of existing fence.
- Furnish & Install 10,700 linear feet of perimeter fencing.
- Furnish & Install two (2) gates at northwest corner of farm.



**Project Name: Ault Farms No. 11, 43, 79 Perimeter Fencing,
Project No. 26-170**

Pre Bid Meeting Minutes

Date: April 1, 2026
Time: 10:30 AM
Location: Agricultural Stewardship Office
16754 County Rd 84, Ault, CO 80610

1. Introductions and Roles/Responsibilities

- Thornton Staff:
 - PM: Mike Flowers
 - CA: Adam Reiner
 - CC: Brian Foss

2. Sign-In Sheet: mandatory

- Whitestone Construction
- Halcyon Construction
- A-1 American Fence
- Caraveo Construction
- Maverick Fencing
- Brave Bear Custom Builders
- Freedom Homes
- Arnold's Ag Group
- High Plains
- Top Notch Fence
- HPC

3. Bid Process (CA)

- Schedule
 - Questions will not be taken after close of business on April 11th. Questions must be in writing – fax, e-mail, or regular mail. Answers to all questions received before the deadline will be answered in an Addendum.
 - First Addendum tentatively scheduled for issue on April 15th. Addenda distributed by Bidnet. Prior to submitting Bid, check Bidnet to be certain you have received all Addenda.
 - Bids due April 21st at 1:00 PM at the Agricultural Stewardship office. Late bids will not be accepted.
- Bid Proposal Form
 - Do not write conditions on the Bid form, do not write on the form except where input is indicated. Also, do not leave blank spaces where input is requested. If “not applicable”, “none” or “\$0”, so state.
 - Fill in subcontractors intended to be used on the Project whose subcontract will exceed \$10,000. Thornton's intent is to not change these subcontractors after the Bid process to prevent bid shopping, except however, Thornton reserves the right to reject subcontractors after the Bid.

- Acknowledge all Addenda in space provided.
- Sign and date Bid.
- Bid Assembly
 - Submit in a sealed envelope addressed to Contracts Manager and state Contractor's name, Project Name, and Project No. on outside of the envelope.
 - Include bid bond (your form or American Institute of Architects (AIA) form OK), cashier's check, or certified check in amount of five percent (5%) of the base Bid.
- Post-Qualification forms are not due with the bid. Thornton will request forms from lowest responsible bidder.

4. Project Design Overview

- Schedule
 - Notice of Award "NOA" anticipated by May 1, 2026.
 - Substantial Completion 90 days from Notice to Proceed. Liquidated Damages of \$248 per day for each Calendar Day not substantially complete. Substantial Completion means must be ready for use for its intended purpose.
- Scope of Work or Services
 - The Project consists of constructing approximately 41,900 linear feet of wildlife-friendly 4-strand wire fence around three pastures, with gates, and as further described in the Contract Documents.
- Insurance
 - GC limits \$2M/\$2M General Liability (Thornton named as additional insured) and \$1M Auto Liability.
- Utility Coordination: Locates, by contractor.
- Coordination with other Contractors and entities: n/a.
- Submittals – submit all products.

5. Questions and Answers

- a. Contractors have expressed the 90-day duration being limited. Thornton will consider extending to 120 days in a bid addendum.
- b. What diameter shall the H brace posts be? These should be 6" diameter.
- c. Who will handle tree clearing? Thornton plans to add this to contractor scope in a bid addendum. Trees should be cut flush—no stump removal is required.

6. Site/Facility Tour

file: Ault Farms No. 11, 43, 79 Perimeter Fencing, Project No.:26-170

PRE-BID CONFERENCE

DATE: April 1, 2026 **TITLE:** Ault Farms No. 11, 43, 79 Perimeter Fencing

BID/PROJECT NO: 26-170A **TIME:** 10:30 AM **CONFERENCE ROOM:** Agricultural Stewardship Office

16754 County Rd 84, Ault, CO 80610

| NO. | CONTRACTOR / FIRM | E-MAIL | PHONE |
|-----|--|---|----------------|
| 1 | BRIAN FOSS / Thornton | | |
| 2 | Raelon Brewster WhiteStar Construction | raedon@whitestar-construction.com | 720-402-6228 |
| 3 | Halyon Construction Inc / Adam Stone | Adam@halyonconstruction.org | 303-775-9645 |
| 4 | Hebecca Nash / A-1 American Fence Inc | hbreaux@a1americanfenceco.com | 409 943 9986 |
| 5 | Marcelo Esmoris / Caravelo Construction Inc. | Marcelo.Esmoris@Caraveloconstructioninc.com | (719) 232-0608 |
| 6 | Sean McGraw / Maverick Fencing | maverickfencing@live.com | 970-210-6555 |
| 7 | DILLON BEZEND / BRAVE BEAR CUSTOM BUSINESSES | dillon@bravebearcustombusinesses.com | 720-636-5713 |
| 8 | Erig Kelley / Freedom Homes LLC | Kelleyinc208@gmail.com | 970 409 3961 |
| 9 | Andy Arnold / Arnold's Ag Group | Aarnold@arnoldsagggroup.com | 308-710-0912 |
| 10 | Jon Cain / High Plains | JCain@highplainscs.com | 970-415-2139 |
| 11 | Zach Bricker / High Plains | zbricker@highplainscs.com | 307-286-1278 |
| 12 | Arlin Mast / Top Notch Fence LLC | arlin@topnotchfencellc.net | 719-565-9573 |
| 13 | Josh Jackson HPC | JJackson@highplainscs.com | 307-631-4637 |
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