

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

**Project Manual
For
Construction of**

**THORNTON FIRE STATION NO. 7
PROJECT NUMBER 21-281**

OCTOBER 2021

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INVITATION FOR BID PROPOSALS

**City of Thornton
9500 Civic Center Drive
Thornton, CO 80229-4326**

Sealed Bid Proposals for Construction of the **Thornton Fire Station No. 7, Project No. 21-281**, will be received in the Contract Administration Office at the City of Thornton (Thornton) City Hall (2nd floor), 9500 Civic Center Drive, until **3:00 p.m., November 9, 2021**. At that time Bids, will be publicly opened and read aloud.

Note: Late Proposals will not be accepted under any circumstances. Vendors electing to submit their bid via mail or courier service accept all responsibility for delivery to the Contract Administration Office by the bid closing time indicated. Thornton is not responsible for lost or late delivery of bid proposals.

Project Description: This Project is for construction of a new Thornton Fire Station No. 7 (Station). The Project Site is located at 15705 York Street, Thornton, Colorado which is north-northwest of the intersection at 156th Avenue and York Street. Constructing the Station will provide improved Fire and Emergency Medical Services access to the growing population in north Thornton. The site is currently used for agriculture and is approximately 2.61 acres. The parcel has recently been incorporated into the City of Thornton city limits. The site gradually slopes from northwest to southeast with a detention pond located on the south side of the parcel. Thornton has retained Allred & Associates to complete the Construction Documents for the Project.

Sealed Bid Proposals are being solicited only from Contractors whom Pre-Qualified under Thornton's Request for Contractor Qualifications for Thornton Fire Station No. 7, Project No. 21-281. Specifically, sealed Bids from prime Contractors will only be accepted from the following pre-qualified Contractors:

- Adolfsen Peterson;
- Dohn Construction;
- Golden Triangle Construction;
- PCL;
- Taylor Kohrs.

Each Bid Proposal shall be submitted on form(s) furnished by Thornton and must be accompanied by a certified check, cashier's check, or bid bond in an amount of not less than five percent (5%) of the amount of the Bid Proposal and made payable to the City of Thornton.

The successful Bidder will be required to furnish a Performance Bond and a Labor and Material Payment Bond, each in the amount of one hundred percent (100%) of the total Contract Price, in conformity with the requirements of the Contract Documents.

The successful Bidder will be determined on the basis of the lowest responsive and responsible Bid Proposal. Thornton based businesses may be granted consideration in evaluation of Bid Proposals, if they meet the following criteria:

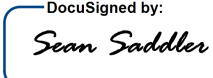
- A. The business maintains an office, manufacturing, training, retail, or repair facility within Thornton city limits;
- B. The business has a current Thornton business license;
- C. The business is current on all Thornton obligations; and
- D. The Bidder requests the consideration on the Bid Proposal Form.

All nonmonetary bid criteria being equal, Thornton business' Bid Proposals will be discounted for the purpose of evaluating the Bid Proposal prices when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the Bid Proposal price or ten thousand dollars (\$10,000).

Thornton reserves the right to reject any or all Bid Proposals, to waive any informalities or irregularities in the Bid Proposals received, and to accept the Bid Proposal which in its judgment best serves the interests of Thornton.

All questions shall be directed in writing to Jennifer Cahill, Construction Manager, via e-mail Jennifer.Cahill@ThorntonCO.gov.

Date First Published (Emailed): October 12, 2021

BY: 
31744714E1834C9...
Sean Saddler, PE
Contracts & Purchasing Director

INFORMATION FOR BIDDERS

Thornton may consider non-conforming any Bid Proposal not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all Bid Proposals.

Bidder may, without prejudice, withdraw a Bid Proposal after it has been deposited with Thornton, provided the request for such withdrawal is received by Thornton, in writing, before the deadline set for submission of Bid Proposals. Telephonic communications withdrawing a Bid Proposal will not be accepted.

Any Bidder may modify its Bid Proposal in writing any time prior to the scheduled deadline for submission of Bid Proposals, provided such modification is received by Thornton prior to the Bid Proposal submission deadline. The modification shall not reveal the Bid Proposal price, but shall provide only the addition or subtraction or other modification so that the final prices or terms will not be known by Thornton until the original sealed Bid Proposal is opened.

Any Bid Proposal received after the time and date deadline specified will not be considered.

After opening of Bid Proposals, a Bid Proposal may not be withdrawn by the Bidder for a period of one hundred twenty (120) Calendar Days, or as otherwise required by law. Each Bid Proposal must be accompanied by either a certified check or a cashier's check made payable to The City of Thornton, or a Bid Bond duly executed by the Bidder as principal and having as Surety thereon a Surety company approved by Thornton, in the amount of five percent (5%) of the total Bid Proposal amount. Such checks or Bid Bonds of the three (3) lowest Bidders may be retained by Thornton for a period of one hundred twenty (120) Calendar Days after the Bid Proposal opening. Other Bidders' Bid Proposal security will be returned within seven (7) Calendar Days from Thornton's receipt of request.

Each Bid Proposal **must be submitted on the Bid Proposal form(s) provided by Thornton** and must be signed by the Bidder or its duly authorized agent. All blank spaces for Bid Proposal prices must be filled in, in ink or typewritten, **IN BOTH WORDS AND NUMERALS**, where called for in the Bid Proposal.

If there is a discrepancy between the total price in words and the total price in numbers, the total price in words will govern.

Conditional Bid Proposals will not be accepted.

Each Bid Proposal must be submitted in a sealed envelope bearing on the outside the name of the Bidder, Bidder's address, and the name of the Project and the Project Number for which the Bid Proposal is submitted. If submitted by mail, package delivery, or courier service, a sealed envelope containing the Bid Proposal must be enclosed in a mailing envelope addressed to the Contracts and Purchasing Director, 9500 Civic Center Drive,

2nd Floor City Hall, Thornton, CO 80229-4326. Please be sure to note on the outside of the mailing envelope "Bid Proposal Enclosed, Thornton Fire Station No. 7, Project No. 21-281".

Simultaneously with the delivery of the executed Bonds, the Contractor shall furnish its IRS W-9 Taxpayer ID Form, the Affidavit if required, the required insurance certificate(s), required endorsements thereto, ACORD Form 101 if required, and Performance and Labor and Material Payment Bonds as security for faithful performance of the Contract and for the payment of all persons performing labor in connection with the Work covered under the Contract and furnishing materials in connection with the Contract, as specified in the Contract Documents. The Surety on such Bonds shall be a duly authorized Surety company satisfactory to Thornton. Attorneys-in-fact who sign Bid Bonds or Performance and Labor and Material Payment Bonds must file with each bond a certified and effectively dated copy of their Power of Attorney. 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 a Best's A rating be approved. 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.

The successful Bidder, upon Bidder's failure or refusal to execute and deliver the required Contract, Bonds if required, insurance certificate(s), additional insured endorsements, ACORD Form 101 if required, the Affidavit if required, and or the W-9 Form within ten (10) Calendar Days from and including the date of Notice of Award, shall forfeit to Thornton the security deposited with its Bid Proposal. Notice of Thornton's intent to retain the bid security shall either be hand delivered by Thornton to the Bidder's address, as given on the Bid Proposal form, or mailed to such address, first class, United States mail, return receipt requested. Delivery or mailing of the notice to the address provided shall constitute the required notice without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform itself fully of the conditions relating to the construction of the Work and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of its obligation to furnish all Materials and Equipment and labor necessary to carry out the requirements of the Contract Documents. Insofar as possible, the Bidder, in carrying out its Work, must employ such methods or means as will not cause any interruption or interference with the work of any other contractor.

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

No interpretation of the meaning of the Drawings, Specifications, Addenda, other Bid Documents, Contract Documents, or Pre-Bid Meeting Minutes will be made to any Bidder orally. If a Bidder who contemplates submitting a Bid Proposal is in doubt about the precise meaning of any part of the proposed Contract Documents, it may submit to Thornton a written request for an interpretation. Every request for such interpretation shall be in writing addressed to Jennifer Cahill, Construction Manager, 12450 Washington Street, Thornton, CO 80241-2405, fax 303-538-7556, or e-mail – Jennifer.Cahill@ThorntonCO.gov, and to

be given consideration it must be received by 5:00 p.m. on the tenth (10th) Calendar Day prior to the date fixed for the submission of Bid Proposals. The Bidder submitting the request will be responsible for its prompt and actual delivery. Thornton will not be responsible for any other explanations or interpretations of the Contract Documents which anyone may make on behalf of Thornton. Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Bid Documents or to the Contract Documents which, if issued, will be emailed to pre-qualified Contractors and posted on the Contract Administration bulletin board no later than three (3) Calendar Days prior to the date fixed for submission of Bid Proposals. Failure of any Bidder to receive any such Addenda or interpretation shall not relieve such Bidder from any obligation under its Bid Proposal, as submitted. All Addenda so issued shall become part of the Contract Documents. It shall be the responsibility of each Bidder to verify that each Addendum has been received. A bulletin board will be maintained at the Contract Administration Office which will list the current Projects with Bid Proposal due dates and all Addenda, including the date of issue for each.

At the time of submission of a Bid Proposal, each Bidder shall have completed a thorough site inspection including, but not limited to, the location, accessibility, and general character of the site of the Work and all existing buildings and structures within and adjacent to the Project site, sufficient to satisfy itself as to the nature of the Work, the condition of existing buildings and structures, the conformation of the ground, the character, quality, and the nature of any Construction Equipment, and any other facilities needed preliminary to and during construction of the Work, the general and local conditions, the construction hazards, and all other matters, including the labor situation, which might affect the Work. The Bidder also will have carefully examined and be thoroughly familiar with the Contract Documents, including all Addenda, and satisfied itself as to the feasibility and correctness of the Contract Documents for the construction of the Work and that it accepts all terms, conditions, and stipulations contained in the Contract Documents, and is prepared to work in peace and harmony with other contractors performing work at the Project site. Bidders also shall have reviewed the insurance requirements contained in the Contract Documents. The failure or omission of any Bidder to examine any form, instrument, or document shall in no way relieve any Bidder from any obligation in respect to its Bid Proposal. The Bidder is to confirm the completeness of the Contract Documents on which its Bid Proposal is based. If the Bidder determines its Contract Documents are incomplete or irregular, it is the Bidder's responsibility to bring this fact to the attention of the Contract Administrator prior to submitting a Bid Proposal.

Thornton invites Bid Proposals on the form(s) included as part of this document to be submitted at such time and place as stated in the Invitation for Bid Proposals. All blanks in the Bid Proposal forms must be appropriately filled in with typewriter or ink. Bidders are instructed to submit the entire Bid Proposal form. **It is the sole responsibility of the Bidder to see that the Bid Proposal is received by Thornton before the scheduled deadline set for submission of Bid Proposals.** Any Bid Proposals received after the scheduled deadline for submission of Bid Proposals will be returned to the Bidder unopened.

The Bid Proposal must be signed in the name of the Bidder and must bear the signature in long hand of the person or persons duly authorized to sign the Bid Proposal. Changes in or additions to the Bid Proposal forms, recapitulations of the Work bid upon, alternative Bid Proposals not requested by Thornton, or any other modifications of the Bid Proposal which are not specifically called for in the Bid Documents, the Contract Documents, or an Addendum may be rejected by Thornton as not being responsive to the solicitation.

Bid Proposals shall be made in the name of the principal, and if a co-partnership, the names of all partners shall be given. Exact postal address shall be given in all cases. If Bid Proposals are submitted by an agent, satisfactory evidence of agency authority must accompany the Bid Proposal. Corporate Bidders, to be eligible to enter into a Contract with Thornton, shall be qualified to do business in the State of Colorado and Thornton. Bidders shall comply with applicable licensing requirements. Foreign corporations which have not domesticated or otherwise become licensed in Thornton shall obtain a permit to do business in Thornton pursuant to Thornton's requirements prior to submission of a Bid Proposal.

The Bid Proposal submitted must not contain erasures, corrections, or changes from the printed forms as completed in typewriter or ink, unless such erasures, corrections, or changes are authenticated by affixing in the margin immediately opposite the erasure, correction, or change, the initials of the person who signed the Bid Proposal or the initials of such other person as may be authorized by the Bidder to make erasures, corrections, or changes in the Bid Proposal, and such authorization must be evidenced by written confirmation, executed by the person authorized to sign the initial Bid Proposal, attached to the Bid Proposal at the time of submittal.

Bid Proposals may be considered non-conforming and may be rejected for any of the following reasons, unless otherwise provided by law:

1. If the Bid Proposal form(s) furnished to the Bidder by Thornton is not used or is altered;
2. If there are unauthorized additions or conditional Bid Proposals, or irregularities of any kind which may tend to make the Bid Proposal incomplete, indefinite, or ambiguous as to its meaning;
3. If the Bidder adds any provisions reserving the right to accept or reject any Contract award or to enter into a Contract pursuant to an award;
4. If the Unit Prices or Lump Sum Prices contained in the Bid Proposal are unbalanced either above or below reasonable cost analysis values as determined by Thornton;
5. If the Bid Proposal Pay Item price for mobilization exceeds ten percent (10%) of the total Contract Price;

6. If the Bidder fails to insert a price for every Bid Proposal Pay Item indicated;
or;
7. If the Bidder fails to complete the Bid Proposal in any other particulars where information is requested so Bidder's Proposal may be properly evaluated.

Thornton reserves the right to reject any or all Bid Proposals and to waive irregularities or informalities as may be deemed in Thornton's best interest.

Thornton reserves the right to reject any Bid Proposal if investigation of such Bidder fails to satisfy Thornton that such Bidder is properly qualified to carry out the obligations and to complete the Work contemplated by the Contract Documents. Any or all Bid Proposals will be rejected if there is reason to believe that collusion exists among Bidders.

Thornton reserves the right to prequalify Bidders, to post-qualify Bidders, to reject all Bid Proposals, not to make an award, and/or to accept the Bid Proposal deemed most advantageous and in the best interest of Thornton. The Bidder must comply with all information and instructions for Bidders. The Award of the Contract, if made by Thornton, will be made by written Notice of Award to a qualified, responsible, responsive, and trustworthy Bidder submitting the lowest and best Bid Proposal, but Thornton shall determine in its sole discretion whether a Bidder is responsible, responsive, qualified, and trustworthy to perform the Contract, whether by prequalification, post-qualification, or other methods, and which Bid Proposal is the lowest and best and whether it is in the best interest of Thornton to accept the Bid Proposal. Thornton reserves the right to request financial statements, together with a Bidder's Post Qualification Form which includes a statement of past experience, personnel resumes, Construction Equipment available to perform the Work, the Bidder's proposed Schedule of Work, and other qualification information, from any Bidder considered for award of a Contract. Failure or refusal to furnish such qualification information, or failure to provide a satisfactory statement of financial responsibility, shall constitute a basis for disqualifying any Bidder. In evaluating whether the Bidder is responsible, Thornton, in its sole discretion, may consider such things as whether the Bidder is in arrears to Thornton under any obligation; has an unacceptable performance or claims history with Thornton or with other owners; is not trustworthy; has submitted false information in the past, or is currently involved in a dispute with Thornton. Thornton also reserves the right to require evidence of satisfactory operation of any Construction Equipment required to be used to perform the Work. Thornton will consider the Bid Proposals and reserves the right to reject any or all Bid Proposals, to pass upon the regularity, or waive any irregularity or informality, of the Bidders and the acceptability of the Surety offered.

Prior to bidding, requests to substitute Materials or Equipment from those specified shall be made in writing and shall identify the Material or Equipment, or the fabrication or installation method to be replaced, in each request and shall include related Specification sections and Drawing numbers. The Bidder shall provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

1. Product data, including Drawings and descriptions of products, fabrication and installation procedures;
2. Samples, where applicable or requested;
3. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements such as size, weight, durability, performance, and visual effect;
4. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Thornton and separate contractors, which will become necessary to accommodate the proposed substitution;
5. Any additional information Thornton may request.

All requests for substitution shall be submitted in writing to the Construction Manager, and all such requests shall be received by Thornton no later than 5:00 p.m., on the tenth (10th) Calendar Day prior to the Bid Proposal submittal date. If any additional Material or Equipment is approved, the information will be published in an Addendum prior to the Bid Proposal submittal date. All Bid Proposals shall be based only on approved or specified Materials and Equipment. Thornton is not obligated to approve substitutions, either before Bid Proposal submission or after Notice of Award, regardless of whether Material, Equipment, or process is considered equivalent.

The successful Bidder, upon award of a Contract, shall commence Work on the date specified in the Notice to Proceed and shall diligently prosecute the Work and shall substantially complete all Work within the Contract Time. Should the Contractor fail to substantially complete all Work in the allotted time period, Liquidated Damages may be assessed.

At the first Project Meeting or within fourteen (14) Calendar Days after Notice to Proceed, whichever occurs sooner, the successful Bidder shall submit to Thornton a baseline schedule showing the order in which the Bidder proposes to carry out the Work to successfully construct all of the Work within the Contract Time. This schedule shall be identical to the schedule submitted in the bid package with a sole modification to the Notice to Proceed date. This schedule shall be in addition to any other schedule requirements contained in the Contract Documents. Such preliminary schedule shall show the dates on which the Bidder will start and complete the several parts of the Work and the order of construction and delivery dates of critical Materials and Equipment. The preliminary schedule shall be subject to acceptance by Thornton. The schedule shall be binding on the Bidder and shall be adhered to by the Bidder unless, for good cause shown, a modification of schedule shall be requested in writing to Thornton, and approved by Thornton in accordance with the General Conditions of the Contract.

BID PROPOSAL

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.

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. All quantities shall be confirmed and clarified solely by the Bidder.

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 one hundred twenty (120) 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 comply with Colorado's statutes. Pursuant to Colorado law, if Bidder's form of business is a sole proprietor or individual, Bidder hereby agrees that upon receipt of Notice of Award, Bidder will complete and file with Thornton a sworn Affidavit, the form of which will be provided by Thornton, affirming that Bidder is lawfully present in the United States and to provide acceptable identification as described in the Affidavit. Furthermore, if Bidder's Work involves provision of a service and not provision of a specific end product, Bidder, upon being awarded the Work, hereby certifies the following:

1. Bidder, as of the date of Notice of Award, does not and shall not knowingly employ or contract with a worker without authorization, who will perform Work under this Contract.
2. Bidder shall participate in either the Employment Verification Program (E-Verify Program) created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor

program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Contract.

3. Bidder has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under the Contract through participation in either the E-Verify Program or the Department Program.
4. Bidder shall not enter into a contract with a Subcontractor that fails to certify to Bidder that the Subcontractor shall not knowingly employ or contract with a worker without authorization, to perform Work under this Contract.
5. Bidder shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.
6. If Bidder obtains actual knowledge that a Subcontractor performing Work under this Contract employs or contracts with a worker without authorization, Bidder shall:
 - a. Notify the Subcontractor and Thornton within three (3) Calendar Days that Bidder has actual knowledge that the Subcontractor is employing or contracting with a worker without authorization; and
 - b. Terminate the subcontract with the Subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the Subcontractor does not stop employing or contracting with a worker without authorization; except that Bidder shall not terminate the subcontract with the Subcontractor if during such three (3) Calendar Days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with a worker without authorization.
7. Bidder shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).
8. If Bidder violates any provision of this certification, Thornton may terminate this Contract for breach of Contract. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages suffered by Thornton.

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 twenty-five thousand dollars (\$25,000).

DIVISION 1– GENERAL REQUIREMENTS		
Item	Description of Work	Subcontractor
1.1		
1.2		
1.3		
1.4		
DIVISION 2– DEMOLITION		
Item	Description of Work	Subcontractor
2.1		
2.2		
2.3		
2.4		
DIVISION 3 – CONCRETE		
Item	Description of Work	Subcontractor
3.1		
3.2		
3.3		
3.4		
DIVISION 4– MASONRY		
Item	Description of Work	Subcontractor
4.1		
4.2		
4.3		
4.4		
DIVISION 5 – METALS		
Item	Description of Work	Subcontractor
5.1		
5.2		
5.3		
5.4		
DIVISION 6 – WOOD, PLASTICS AND COMPOSITES		
Item	Description of Work	Subcontractor
6.1		
6.2		
6.3		
6.4		

DIVISION 7 – THERMAL AND MOISTURE PROTECTION		
Item	Description of Work	Subcontractor
7.1		
7.2		
7.3		
7.4		
DIVISION 8 – OPENINGS		
Item	Description of Work	Subcontractor
8.1		
8.2		
8.3		
8.4		
DIVISION 9 - FINISHES		
Item	Description of Work	Subcontractor
9.1		
9.2		
9.3		
9.4		
DIVISION 10 – SPECIALTIES		
Item	Description of Work	Subcontractor
10.1		
10.2		
10.3		
10.4		
DIVISION 11 – EQUIPMENT		
Item	Description of Work	Subcontractor
11.1		
11.2		
11.3		
11.4		
DIVISION 12 – FURNISHINGS		
Item	Description of Work	Subcontractor
12.1		
12.2		
12.3		
12.4		

DIVISION 13 – SPECIAL CONSTRUCTION		
Item	Description of Work	Subcontractor
13.1		
13.2		
13.3		
13.4		
DIVISION 14 – CONVEYING EQUIPMENT		
Item	Description of Work	Subcontractor
14.1		
14.2		
14.3		
14.4		
DIVISION 21 – FIRE SUPPRESSION		
Item	Description of Work	Subcontractor
21.1		
21.2		
21.3		
21.4		
DIVISION 22 - PLUMBING		
Item	Description of Work	Subcontractor
22.1		
22.2		
22.3		
22.4		
DIVISION 23 – HVAC		
Item	Description of Work	Subcontractor
23.1		
23.2		
23.3		
23.4		
DIVISION 26 – ELECTRICAL		
Item	Description of Work	Subcontractor
26.1		
26.2		
26.3		
26.4		

DIVISION 27 – COMMUNICATIONS		
Item	Description of Work	Subcontractor
27.1		
27.2		
27.3		
27.4		
DIVISION 28 – SAFETY AND SECURITY		
Item	Description of Work	Subcontractor
28.1		
28.2		
28.3		
28.4		
DIVISION 31 – EARTHWORK		
Item	Description of Work	Subcontractor
31.1		
31.2		
31.3		
31.4		
DIVISION 32 – EXTERIOR IMPROVEMENTS		
Item	Description of Work	Subcontractor
32.1		
32.2		
32.3		
32.4		

Attach additional sheet if more space is needed.

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SCHEDULE OF CONTRACT PAY ITEMS AND PRICES

The following Schedule of Contract Pay Items reflects a two hundred seventy-four (274) Calendar Day Substantial Completion date.

Total Bid Proposal _____ Dollars and
 _____ (Words) Cents
 _____ (Words)
 \$ _____ (Numerals)

Of the Total Bid Proposal Price written above, Mobilization and Demobilization costs equal
 _____ Dollars and
 _____ (Words) Cents
 _____ (Words)
 \$ _____ (Numerals)

___ Yes, Mobilization and Demobilization costs do not exceed ten percent (10%) of the Total Bid Proposal written above

For Change Order Requests, the following percentages shall be applied to calculate Change Order totals. Contractor to submit evidence of insurance and bonding rates with Bid Proposal.

Insurance: _____ Percent, _____ %
 (Words) (Numerals)
 Bonds: _____ Percent, _____ %
 (Words) (Numerals)

Indicate if you are claiming eligibility for Local Vendor Consideration by checking below:

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

Bidder claiming Local Vendor Consideration shall complete the incentive in calculation below:

$$\text{_____} - \$10,000 = \text{_____}$$

(Total Bid Proposal in Numerals) (Local Vendor Reduced Base Bid in Numerals)

Dated this _____ day of _____, 20____.

Firm Name: _____

By: _____

Title: _____

Bidder's Legal Status: _____

State of Organization: _____

Firm's Address: _____

Telephone: _____

Fax: _____

E-mail: _____

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

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CONSTRUCTION SCHEDULE

Contractor to provide two hundred seventy-four (274) Calendar Day schedule with
Bid Proposal.

Notice to Proceed Date = December 1, 2021

Substantial Completion Date = September 1, 2022

Follow instructions under Baseline Schedule in the Special Conditions.

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PROCEDURE FOR CONTRACT SIGNING

1. Signed Notice of Award - A digitally signed Notice of Award will be delivered to Contractor by e-mail or through an approved digital signature service.
2. After Award, Contract Administrator will send a digital copy of the Contract and Project Manual to Contractor for the Bonding company for reference.
3. Within ten (10) Calendar Days of Notice of Award, Contractor shall return executed bonds, insurance certificates, W-9, and applicable affidavits to Thornton. The following shall be submitted when returning the executed Bonds to Thornton:
 - A. Four (4) copies of executed Performance Bond and Labor and Material Payment Bond, along with applicable Powers of Attorney, in one hundred percent (100%) of the Contract Price from a bonding company listed in the government approved list of bonding companies (Circular 570). Original signature, with witness signature or attestation if corporation, is required for all four (4) copies. Submit an executed Power of Attorney for each set of bonds. Bonds will be electronically copied and referenced in the approved digital signature service. The four (4) original copies of the bonds will be routed and dated by Thornton separate from the approved digital signature service. Two (2) fully executed bonds will be returned to the Contractor, one (1) for the Contractor's file and one (1) for the Contractor's Surety.
 - B. A copy of the Certificate(s) of Insurance, the Additional Insured Endorsements, and ACORD Form 101 if required, showing all required insurance coverages and limits. Include the Project Number and Contractor's e-mail address on the face of the Certificate of Insurance for future updates and inquiries.

If the Acord Certificate is used, it must be a signed (not stamped) certificate.

Thornton, its officers, employees, and agents shall be named as Additional Insureds. This language is to appear on the face of the certificate. Additional Insured Endorsements, indicating completed operations coverage where applicable, must also be submitted.
 - C. W-9 Taxpayer ID Form
4. Thornton will route the Contract and Project Manual to all signatories via an approved digital signature service.
 - A. Contractor signs and attests (if applicable) the Contract via the approved digital signature service. Note: the Contractor's representative signing the Contract must be authorized to bind the company in a contract with Thornton.

- B. If Contractor is a corporation, Contract must be attested and attestation witness must be an officer of the corporation of at least a Secretary rank (not a notary). If Contractor is not a corporation, attestation is not required.
 - C. Note: The last City of Thornton signatory will date the Contract and original Bonds.
5. Thornton's Construction Manager will add the Certificate(s) of Insurance, Additional Insured Endorsements, ACORD Form 101 if applicable, executed Performance and Payment Bonds, and applicable Powers of Attorney, into the Project Manual with the signed (and attested if applicable) Contract prior to routing the document via approved digital signature service. **The last City of Thornton signatory will date the Contract on the first page. The last signatory will also date the original Bonds with the same date as the Contract.** One (1) fully executed, original Bond will be returned to the Contractor for the Contractor's file. The Contractor is responsible for sending the Bonding Company one (1) fully executed, original copy.

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CONTRACT

Under Separate Cover at Dropbox:

<https://www.dropbox.com/sh/vfcpvx3et99aelx/AAoWcPZHB9v1CYz4QTggROra?dl=0>

Electronic File Name: 21-281 Contract 10-8-21.pdf