

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.

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 sixty (60) 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 Agreement.
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 ten thousand dollars (\$10,000).

SUBCONTRACTOR/SUPPLIER	TYPE OF WORK
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Attach additional sheet if more space is needed.

**SCHEDULE OF CONTRACT PAY ITEMS AND PRICES
HOFFMAN WAY DRAINAGE IMPROVEMENTS
PROJECT NO. 19-244**

No.	Ref No.	Description	Unit	Qty	Unit Price	Cost
HOFFMAN WAY DRAINAGE IMPROVEMENTS						
1	106	TESTING AND QUALITY CONTROL	LS	1	\$	\$
2	201	CLEARING AND GRUBBING	AC	0.3	\$	\$
3	202	REMOVE AND REPLACE ASPHALT	SY	889	\$	\$
4	202	REMOVE ASPHALT AND REPLACE W/ CONCRETE	SY	67	\$	\$
5	202	REMOVE AND REPLACE CURB AND GUTTER	LF	798	\$	\$
6	202	REMOVE AND REPLACE CONCRETE	SF	246	\$	\$
7	202	REMOVE UNSUITABLE MATERIAL	CY	250	\$	\$
8	202	STORM REMOVAL	LF	240	\$	\$
9	202	15' TYPE-R INLET REMOVAL	EA	1	\$	\$
10	202	30' TYPE-R INLET REMOVAL	EA	1	\$	\$
11	202	CUSTOM AREA INLET REMOVAL	EA	1	\$	\$
12	202	MANHOLE REMOVAL	EA	1	\$	\$
13	202	TREE REMOVAL	EA	8	\$	\$
14	202	SHRUB REMOVAL	EA	22	\$	\$
15	202	REMOVE AND REPLACE SIGN	EA	2	\$	\$
16	203	EARTHWORK (CUT)	CY	56	\$	\$
17	203	EARTHWORK (FILL)	CY	382	\$	\$
18	203	MUCK EXCAVATION	CY	263	\$	\$
19	207	STOCKPILE TOPSOIL	CY	250	\$	\$
20	208	STABILIZED STAGING AREA	EA	1	\$	\$
21	208	SILT FENCE	LF	779	\$	\$
22	208	INLET PROTECTION	EA	10	\$	\$
23	208	VEHICLE TRACKING CONTROL	EA	2	\$	\$
24	208	CONCRETE WASHOUT	EA	1	\$	\$
25	208	ROCK CHECK DAM	EA	1	\$	\$
26	208	ROCK SOCK	EA	13	\$	\$
27	208	1 YEAR BMP MAINTENANCE (SOUTH OF 88TH AVENUE)	LS	1	\$	\$
28	212	REPAIR LANDSCAPE (SOD)	SF	13,867	\$	\$
29	212	NATIVE SEED AT OUTFALL	SF	4,910	\$	\$
30	213	REPAIR LANDSCAPE (MULCH)	SF	4,910	\$	\$
31	214	NEW TREES-2" CAL.	EA	7	\$	\$
32	214	NEW SHRUBS	EA	41	\$	\$
33	214	WINTER WATERINGS	EA	5	\$	\$
34	250	DEWATERING	LS	1	\$	\$
35	304	AGGREGATE BASE COURSE (CLASS 6) (OVER EXCAVATION)	CY	1,050	\$	\$
36	506	SOIL RIPRAP, TYPE-M	CY	100	\$	\$
37	514	PEDESTRIAN RAILING	LF	72	\$	\$

No.	Ref No.	Description	Unit	Qty	Unit Price	Cost
38	601	CONCRETE HEADWALL/WINGWALL	EA	1	\$	\$
39	603	5 FOOT X 7 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	430	\$	\$
40	603	5 FOOT X 16 FOOT CONCRETE BOX CULVERT (PRECAST)	LF	84	\$	\$
41	603	8" SANITARY ENCASEMENT (STEEL)	LF	17	\$	\$
42	603	SANITARY BYPASS PUMPING	LS	1	\$	\$
43	604	INLET, TYPE-R SPECIAL L5	EA	2	\$	\$
44	604	INLET, TYPE-R SPECIAL L15	EA	3	\$	\$
45	604	INLET, TYPE-R L15	EA	2	\$	\$
46	604	INLET, TYPE-R SPECIAL L30	EA	1	\$	\$
47	604	INLET SPECIAL	EA	1	\$	\$
48	604	MANHOLE BOX BASE SPECIAL	EA	1	\$	\$
49	604	SANITARY DROP MANHOLE	EA	1	\$	\$
50	623	IRRIGATION RESTORATION	SF	20,000	\$	\$
51	624	15" RCP (CLASS III)	LF	23	\$	\$
52	624	18" RCP (CLASS III)	LF	14	\$	\$
53	624	24" RCP (CLASS III)	LF	23	\$	\$
54	624	36" RCP (CLASS III)	LF	14	\$	\$
55	624	72" RCP (CLASS III)	LF	23	\$	\$
56	624	8" PVC (SDR 35)	LF	80	\$	\$
57	625	CONSTRUCTION SURVEYING	L S	1	\$	\$
58	626	MOBILIZATION	L S	1	\$	\$
59	627	PAVEMENT MARKINGS	LS	1	\$	\$
60	630	TRAFFIC CONTROL	LS	1	\$	\$
61	NA	BONDS AND INSURANCE (TOTAL FOR ENTIRE PROJECT)	LS	1	\$	\$
HOFFMAN WAY DRAINAGE SUBTOTAL						\$

HOFFMAN WAY SLUDGE LINE						
62	106	TESTING AND QUALITY CONTROL	LS	1	\$	\$
63	202	REMOVE AND REPLACE ASPHALT	SY	314	\$	\$
64	202	REMOVE AND REPLACE CURB & GUTTER	LF	357	\$	\$
65	208	EROSION CONTROL	LS	1	\$	\$
66	604	24 INCH PVC (UNRESTRAINED)	EA	566	\$	\$
67	624	24 INCH PVC (RESTRAINED)	LF	128	\$	\$
68	625	CONSTRUCTION SURVEYING	LS	1	\$	\$
69	626	MOBILIZATION	LS	1	\$	\$
70	627	PAVEMENT MARKINGS	LS	1	\$	\$
71	630	TRAFFIC CONTROL	LS	1	\$	\$
HOFFMAN WAY SLUDGE LINE SUBTOTAL						\$

HOFFMAN WAY DRAINAGE AND SLUDGE LINE TOTAL BID \$

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.

SCHEDULE OF CONTRACT ITEMS AND PRICES

Total Bid Proposal _____ Dollars
(Words)

_____ Cents
(Words)

\$ _____
(Numerals)

Dated this _____ day of _____, 20__.

Firm Name: _____

Authorized Signer (Print Name): _____

Signature: _____

Title: _____

Email : _____

Bidder's Legal Status: _____

State of Organization: _____

Firm's Address: _____

Telephone: _____

For the Individual who will Attest Contract if Awarded:

Name: _____

Title: _____

Email: _____

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

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