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

Project Manual
For
Construction of

WES BROWN WATER TREATMENT PLANT PAC FACILITY IMPROVEMENTS

PROJECT NO. 24-147

NOVEMBER 2026

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TABLE OF CONTENTS

SECTION TITLE

Table of Contents

Invitation for Bid Proposals

Information for Bidders

Procedure for Contract Signing

Bid Proposal

Contract

Appendix

Addenda

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

INVITATION FOR BID PROPOSALS

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

Sealed Bid Proposals for the Construction of **Wes Brown Water Treatment Plant Pac Facility Improvements, Project No. 24-147,** 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., December 3, 2026.** At that time, the 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: The City of Thornton is installing a bulk chemical silo and screw conveyor feed system for additional onsite storage of powdered activated carbon (PAC). A foundation pad suitable for two (2) storage silos will be constructed, with the second silo being planned for future installation. The silo and feed will be compatible with the existing PAC Pretreatment Facility. The City of Thornton is also adding a TSS meter and free chlorine probe at the sludge lagoon overflow structure prior to discharge to the Gravel Lakes system. All work, whether indicated specifically or not, shall be for a fully functional and complete system

Sealed Bid Proposals are being solicited only from Contractors Pre-Qualified under Thornton's Request for Contractor Qualifications for City of Thornton Utilities Projects. Specifically, sealed Bids from prime Contractors will only be accepted from the following pre-qualified Contractors:

- Alpine Civil Construction Inc.
- American West Construction
- Archer Western Construction, LLC
- Aslan Construction, Inc.
- Brannan Sand and Gravel Company, LLC
- BT Construction, Inc.
- Concrete Express, Inc dba CEI
- Concrete Works of Colorado
- Connell Resources, Inc.
- Duran Excavating
- Edge Contracting
- Fiore & Sons
- Flatiron Constructors, Inc.
- Garney Companies, Inc.
- Glacier Construction Co.
- Global Underground Corp
- Goodland Construction
- Gracon LLC
- Hamon Infrastructure
- Harper Brothers Construction, LLC
- Hudick Excavating, Inc dba HEI Civil
- Insituform Technologies, LLC
- Iron Woman Construction and Environmental Services, LLC
- Filanc
- Krische Construction, Inc.
- Mid City Corporation
- H & L Concrete. Inc. dba Naranjo Civil
- Nelson Pipeline Constructors, LLC.
- Northern Colorado Constructors, Inc.
- PCL Construction, Inc.
- Reynolds Construction
- Rice Lake West
- RN Civil Construction, LLC
- R&D Pipeline Construction, Inc.

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- SJ Louis
- T-Lowell Construction
- Ulliman Schutte Construction, LLC
- Wagner Construction, Inc.
- WW Clyde, Inc.
- Zak Dirt

Potential subcontractors are requested to direct their Bids to the above prime Contractors and need not be pre-qualified for the Project. Thornton reserves the right to post-qualify subcontractors.

Thornton utilizes the BidNet Direct System (BidNet) in the advertisement and facilitation of solicitations. Therefore, respondents must ONLY rely on documents provided on the BidNet Direct System (BidNet) website: www.BidNetDirect.com. Thornton utilizes the BidNet Direct System at www.BidNetDirect.com to distribute official copies of the Drawings and Project Manual ("Bid Documents") for use in preparing Bid Proposals. Bidders will be required to register with the website to download the Bid Documents and Addenda. There is no charge by BidNet Direct for this service. If you experience problems with the BidNet Direct website, please call 1-800-835-4603 for assistance. Bidders are required to acknowledge all Addenda with their Bid Proposal and are encouraged to either register with the website or to view the Addenda posted on the Contract Administration Solicitation website: https://solicitations.thorntonco.gov/solicitations prior to submission of a Bid Proposal. Bidders that do not acknowledge all Addenda may be considered non-responsive. The Bid 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, Colorado. Bidders that do not have download and/or printing capability in-house, may contact a commercial blueprint company or other reprographics company for assistance with downloading and printing the Bid Documents.

An optional Pre-Bid Conference will be held **Via Teams Teleconference, 3:30 p.m., November 10, 2026.** All Prospective Bidders are encouraged to attend.

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 and supplies the necessary documentation.

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. The apparent successful Bidder will be required to complete a Reference Authorization and Release Form.

All questions shall be directed in writing to Andrew Villarreal, Contract Administrator, 9500 Civic Center Drive, Thornton, CO 80229-4326, fax − 303-538-7556, or e-mail − Andrew.Villarreal@thorntonCO.gov, 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays.

Date First Published: November 3, 2026

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

BY: DocuSigned by: Dennis Laurita A439F4EFA8C24E5...

Dennis Laurita
Contracts Supervisor

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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 sixty (60) 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 sixty (60) 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. If there is a discrepancy between the Unit or Lump Sum Prices multiplied by the respective quantities and the extended Bid Proposal Prices for individual Pay Items, the Unit Price or Lump Sum Prices multiplied by the respective quantity shall be the governing number, and the extended price or prices and the resulting Total Price will be adjusted accordingly.

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

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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, **Wes Brown Water Treatment Plant Pac Facility Improvements, Project No. 24-147**".

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, 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, 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 of 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 Andrew Villarreal, Contract Administrator, 9500 Civic Center Drive, Thornton,

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

CO 80229-4326, fax – 303-538-7556, or e-mail – Andrew.Villarreal@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 posted on BidNet Direct System's website at www.BidNetDirect.com and 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. It is recommended that all Bidders check this board for the status of the particular Project they are interested in bidding prior to submitting a Bid Proposal.

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.

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

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. Firms which have not 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;

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

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;

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

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 Contract Administrator, 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 Pre-Construction Meeting or within fourteen (14) Calendar Days after Notice of Award, whichever occurs sooner, the successful Bidder shall submit to Thornton a preliminary 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 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 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.

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Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

PROCEDURE FOR CONTRACT SIGNING

A. Signed Notice of Award - One (1) original of Notice of Award retained by Contract Administration One (1) copy of executed Notice of Award sent to Contractor.

B. **The following electronic (digital) signing process will be used through a Thornton approved digital signature service:**

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 documents 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:

   i. 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.

   ii. W-9 Taxpayer ID Form.

C. Thornton will route the Contract documents to all signatories via an approved digital signature service.

1. 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.

2. If Contractor is a corporation, Contracts 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.

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

3. Print title of the Contract signer, and the attestation witness if applicable, in the spaces provided.

4. Note: The last City of Thornton signatory will date the Contract.

D. Thornton's Contract Administrator 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) Contracts prior to routing the document via approved digital signature service. **The last City of Thornton signatory will date the Contract on the first page**. One (1) fully executed electronic original will be sent to the Contractor via approved digital signature service for the Contractor's file. The Contractor is responsible for sending the Bonding Company one (1) fully executed copy.

Alternatively, if hard copies are preferred after Award, Contract Administrator sends four (4) copies of Contract (bound in Project Manual) to Contractor.

1. Contractor signs, and attests if applicable, all four (4) copies and returns all four (4) copies of Contract (bound in Project Manual) to Thornton's Contract Administrator.

2. The Contractor's representative signing the Contract shall be authorized to bind the company in a contract with Thornton.

3. If Contractor is a corporation, Contracts 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.

4. Print title of the Contract signer, and the attestation witness if applicable, in the spaces provided.

5. Do not date the Contract. The last City of Thornton signatory will date the Contract.

E. Include the following when returning executed Contracts to Thornton. Note: All of the following materials must be returned within ten (10) Calendar Days of the Notice of Award, unless noted otherwise in the contract documents:

1. 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.

Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

2. Four (4) copies 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, we must have a signed (not stamped) certificate.

   Thornton, its officers, employees, and agents are to 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.

3. W-9 Taxpayer ID Form.

F. Thornton's Contract Administrator will bind 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) Contracts and will route the Project Manual for City of Thornton signatures. **The last City of Thornton signatory will date the Contract on the first page**. Two (2) fully executed originals will be returned to the Contractor, one (1) for the Contractor's file and one (1) for the Contractor's Surety.

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Docusign Envelope ID: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF

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.

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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 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.

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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 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).

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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.

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SCHEDULE OF CONTRACT PAY ITEMS AND PRICES

Item	Description	QTY	Unit	Unit Cost	Total Cost
	Base Bid				
1	Mobilization	1	LS		
2	Existing Conditions / Demolition	1	LS		
3	Structural Cast-in-place concrete MAT Foundation	12	CY		
4	12" Concrete Coring	1	EA		
5	5" Concrete Coring	2	EA		
6	FRP Ladder	1	LS		
7	Coatings (Excluding PAC Silo)	1	LS		
8	Panelboard HP-1	1	EA		
9	Grounding and Bonding	1	LS		
10	Duct Banks	1	LS		
11	Conduit and Conductors	457	LF		
12	PAC Silo Electrical Connections	1	LS		
13	Drilled Piers	8	EA		
14	Utility Trenching	60	LF		
15	Pipe Bedding	20	TONS		
16	Flowable Fill	6	CY		
17	Rough and Fine Grading	6	CY		
18	Locates	1	LS		
19	Sawcut Asphalt/Recut	301	LF		
20	Asphalt Removal	1,020	SY		
21	Asphalt Pavement	1,020	SY		
22	Concrete Curb/Gutter	8	LF		
23	Erosion Control	1	LS		
24	Bollard	4	EA		
25	8" PVC (SDR-25)	60	LF		
26	4' Sanitary Sewer Manhole	2	EA		
27	Process Integration and Control Panels	1	LS		
28	Process Integration (TSS Sensor and Analyzer)	1	EA		
29	Process Integration (Total Chlorine Sensor and Analyzer)	1	EA		
30	PAC Basin Mixer Drive	1	EA		
31	PAC Silo and Appurtenances	1	EA		
32	4" SCH 40 Steel Piping - PAC Fill Panel to Silo	45	LF		
33	TSS Meter (YSI ViSolid 700 IQ)	1	EA		
34	Chlorine Probe (E+H Memosens CCS5E)	1	EA		
				Grand Total	

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

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

SCHEDULE OF CONTRACT ITEMS AND PRICES

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

$ _____
(Numerals)
Dated this _____ day of _____, 20___.

Firm Name: _____

Authorized Signer (Print Name): _____

Signature: _____

Title: _____

Bidder's Legal Status: _____

State of Organization: _____

Firm's Address: _____

_____

Telephone: _____

E-mail: _____

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

_____

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REFERENCE AUTHORIZATION AND RELEASE FORM

By:_____, A Corporation
(Proposing firm) A Partnership whose address is:
An Individual

Proposing Firm has submitted a sealed proposal to the City of Thornton (Thornton) for engineering services for the **Wes Brown Water Treatment Plant Pac Facility Improvements, Project No. 24-147** (Project).

Proposing Firm hereby authorizes Thornton to perform such investigation of proposing firm as it deems necessary to verify the qualifications, responsibility, trustworthiness and financial ability of Proposing Firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm. Proposing Firm further agrees to release and hold Thornton and the firm or agency providing reference information harmless from all liability resulting from providing the requested reference information to Thornton about the Proposing Firm.

Proposing Firm further authorizes Thornton to discuss and release reference information regarding Proposing Firm's performance as it will relate to this upcoming Project upon receiving a request for such information. Proposing Firm agrees to release and hold Thornton harmless from all liability associated with releasing such information about Proposing Firm.

Proposing Firm further waives its right to receive copies of reference information provided to Thornton. By signing below, Proposing Firm agrees with the terms of this Reference Authorization and Release and authorizes Thornton to obtain reference information concerning Proposing Firm.

A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

_____
Signature Date

_____
Print Name

_____
Title

Certificate Of Completion

Envelope Id: 556F5E9B-CA4D-8A51-833A-B9AA6DA9EBCF
Status: Completed
Subject: Please sign the attached: 24-147 IFB
Source Envelope:
Document Pages: 21
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Envelope Originator:
Andrew Villarreal
9500 Civic Center Drive
Thornton, CO 80229
Andrew.Villarreal@thorntonco.gov
IP Address: 199.117.212.4

Record Tracking

Status: Original
11/3/2026 2:57:07 PM
Holder: Andrew Villarreal
Andrew.Villarreal@thorntonco.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Dennis Laurita Dennis.Laurita@thorntonco.gov Contracts Supervisor SHI OBO City of Thornton Security Level: Email, Account Authentication (None)	DocuSigned by: Dennis Laurita A459F4EFA8C24E5... Signature Adoption: Pre-selected Style Using IP Address: 199.117.212.4	Sent: 11/3/2026 3:01:32 PM Viewed: 11/3/2026 4:33:26 PM Signed: 11/3/2026 4:34:07 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Contracts Administration SSContractsandPurchasing@thorntonco.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 11/3/2026 4:34:08 PM Viewed: 11/3/2026 4:50:56 PM

Electronic Record and Signature Disclosure:
Accepted: 11/2/2026 1:52:35 PM
ID: 0a560948-6f9b-4d29-ba8f-c1d35a2696e0

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/3/2026 3:01:32 PM
Certified Delivered	Security Checked	11/3/2026 4:33:26 PM
Signing Complete	Security Checked	11/3/2026 4:34:07 PM
Completed	Security Checked	11/3/2026 4:34:09 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, SHI OBO City of Thornton (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact SHI OBO City of Thornton:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: clerk@ThorntonCO.gov

To advise SHI OBO City of Thornton of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at clerk@ThorntonCO.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from SHI OBO City of Thornton

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with SHI OBO City of Thornton

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify SHI OBO City of Thornton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of Thornton during the course of your relationship with SHI OBO City of Thornton.