

INVITATION FOR BID PROPOSALS

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

Sealed Bid Proposals for Construction of the “**102nd Avenue 1.5 MG Elevated Water Storage Tank, Project No. 05-175**” will be received in the Contracts and Purchasing Office at the Thornton City Hall (2nd floor), 9500 Civic Center Drive, until 2:00 p.m., June 17, 2008. At that time, Bid Proposals will be publicly opened and read aloud.

Project Description:

The Work to be performed consists of the complete construction, including all Work appurtenant thereto, of a new 1.5 million gallon (MG) elevated potable water composite storage tank located at 10280 Ura Lane, Thornton, Colorado. The Work will include the installation of all new tank appurtenances, all electrical, and power systems necessary to integrate the new tank into the existing distribution system. Site Work will include overall site grading to proposed finished grades, erosion control system, chain-link fencing as necessary for installation of pipeline, and overflow drainage modifications including a detention pond in order to accommodate the new tank site.

Thornton utilizes the Rocky Mountain E-Purchasing System at www.RockyMountainBidSystem.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 Rocky Mountain E-Purchasing for this service. 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 Contracts and Purchasing bulletin board 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 Contracts and Purchasing 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.

A Mandatory Pre-Bid Conference will be held in the Community Room at the IMC, 12450 Washington Street at 1:30 p.m., June 2, 2008. All Prospective Bidders are encouraged to attend.

Each Bid Proposal shall be made on a form 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, Colorado.

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 amount, 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 Proposals. The apparent successful Bidder(s) will be post qualified. 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 Dennis Laurita, Contract Administrator, 9500 Civic Center Drive, Thornton, Colorado 80229-4326, fax 303-538-7556 or e-mail – dennis.laurita@cityofthornton.net, 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays.

First Advertisement: May 22, 2008

Second Advertisement: May 29, 2008

BY: *Pamela K. Rutter*
Pamela K. Rutter, P.E.
Contracts and Purchasing Manager

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 or by telegram, before the time set for opening Bid Proposals. Telephonic communications will not be accepted. After opening of Bid Proposals, Bid Proposal may not be withdrawn by the Bidder for a period of ninety (90) Calendar Days or as otherwise required by law. Any Bidder may modify his Bid Proposal by telegraphic communication any time prior to the scheduled time for opening Bid Proposals, provided such telegraphic communication is received by Thornton prior to the opening of Bid Proposals, and, provided further, the Bidder provides compelling evidence that a written confirmation of the telegraphic modification over the signature of the Bidder was mailed prior to the opening of Bid Proposals. The telegraphic communication 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 sealed Bid Proposal is opened. If written confirmation is not received within forty-eight (48) hours after the scheduled time for opening Bid Proposals, no consideration will be given to the telegraphic modifications. Any Bid Proposal received after the time and date specified will not be considered.

Each Bid Proposal **must be submitted on the Bid Proposal forms provided by Thornton** and must be signed by the Bidder or his 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 unit prices are required in the Bid Proposal, and if there is a discrepancy between the price in words and the price in numbers, the price in words will govern. If there is a discrepancy between the extended Bid Proposal prices, the unit cost shall be the governing number and the total price or prices 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, the sealed envelope containing the Bid Proposal must be enclosed in a mailing envelope addressed to the Contracts and Purchasing Manager, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, Colorado 80229-4326. Please be sure to note on the mailing envelope "Bid Proposal Enclosed, "102nd Avenue 1.5 MG Elevated Water Storage Tank, Project No. 05-175".

Each Bid Proposal must be accompanied by either a certified check made payable to the City of Thornton (Thornton), a cashier's check made payable to 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 ninety (90) Calendar Days after the Bid Proposal opening. Other Bidder's Bid Proposal security will be returned upon request.

Simultaneously with the delivery of the executed Contract, the Contractor shall furnish IRS W-9 taxpayer ID forms, required insurance certificate(s) and required endorsements thereto, and a Surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the Project under this Contract and furnishing

materials in connection with this Contract, as specified in the Contract Documents included herein. The Surety on such bond or bonds shall be a duly authorized Surety company satisfactory to Thornton. Attorneys-in-fact who sign Bid bonds or Contract 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 B 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, insurance certificate(s), endorsements and W-9 forms within ten (10) consecutive Calendar Days from and including the date of Notice of Award, shall forfeit to Thornton, as a penalty for such failure or refusal, the security deposited with his Bid Proposal. Notice of Thornton's intent to retain the bid security as a penalty 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 said notice to said address shall constitute the notice herein required without the requirement of an acknowledgment of receipt from the Bidder.

Each Bidder must inform himself fully of the conditions relating to the construction of the Project and the employment of labor thereon. Failure to do so will not relieve a successful Bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his Contract. Insofar as possible, the Contractor, in carrying out his 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 for 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.

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. Every request for such interpretation shall be in writing addressed to Dennis Laurita, Contract Administrator, at 9500 Civic Center Drive, Thornton, CO 80229-4326, fax 303-538-7556, or e-mail – dennis.laurita@cityofthornton.net and to be given consideration must be received at least eight (8) Calendar Days prior to the date fixed for the opening 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 such Documents which anyone should make on behalf of Thornton. Any and all such interpretations and any supplemental instruction will be in the form of written addenda to the Bid Documents or to the Contract Documents which, if issued, will be posted on Rocky Mountain E-Purchasing System's website at www.RockyMountainBidSystem.com and on the Contracts and Purchasing bulletin board no later than three (3) Calendar Days prior to the date fixed for the opening of Bid Proposals. Failure of any Bidder to receive any such addenda or interpretation shall not relieve such Bidder from any obligation under his 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 applicable to the Project has been received. A bulletin board will be maintained at the Contracts and Purchasing office. It will list the current Projects with Bid Proposal due dates and all addenda,

including 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 Bid Proposals.

At the time of the opening of Bid Proposals, each Bidder will have completed a thorough site inspection and will have read and be thoroughly familiar with the Contract Documents (including all addenda). 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 his Bid Proposal. The Bidder is to confirm the completeness of the Bid Proposal Documents. If the Bidder determines his Bid Proposal 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.

The successful Bidder, upon Award of a Contract, shall commence Work on the date specified in the "Notice to Proceed" and shall substantially complete all Work in accordance with the time allocated in the Contract. Should the Contractor fail to substantially complete all Work in the allotted time period, Liquidated Damages may be assessed.

Thornton invites Bid Proposals on the forms included as part of this document to be submitted at such time and place as is stated in the Invitation for Bid Proposals. All blanks in the Bid Proposal form must be appropriately filled in with typewriter or ink. Bidders are instructed to turn in the entire Bid Proposal form. **It is the sole responsibility of the Bidder to see that the Bid Proposal is received in proper time.** Any Bid Proposals received after the scheduled closing time for receipt 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 or any other modifications of the Bid Proposal which are not specifically called for in the Bid Documents or the Contract Documents may be subject to Thornton's rejection of the Bid Proposal as not being responsive to the solicitation.

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.

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 said 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 shall be considered non-conforming and may be rejected for the following reasons unless otherwise provided by law:

1. If the Bid Proposal Form 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 award, or to enter into a Contract pursuant to an award.
4. If the unit or lump sum prices contained in the Bid Proposal schedule are obviously unbalanced either in excess or below the reasonable cost analysis values.
5. If the Bidder fails to insert a unit cost for every Bid Proposal item indicated.
6. 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 prequalify Bidders, to postqualify 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 to the qualified and responsible Bidder submitting the lowest and best Bid Proposal, but Thornton shall determine at its own discretion whether a Bidder is responsible and qualified to perform the Contract, whether by prequalification, post-qualification or other methods, and what 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 statement of past experience, personnel resumes, and construction equipment available to perform the proposed Work, or other qualification information, from any Bidder considered for Award of a Contract. Failure or refusal to furnish such a statement or statements, 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; or is currently involved in a dispute with Thornton. Thornton also reserves the right to require evidence of satisfactory operation of any equipment offered and to be incorporated into the Work for the number of years set out in the equipment specifications, if any. If awarded, a written Notice of Award will be sent to the successful Bidder(s).

Requests to substitute products or materials from those specified prior to Bidding shall identify the product, or the fabrication or installation method to be replaced, in each request. Include related Specification Section and Drawing numbers. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:

Product Data, including Drawings and descriptions of products, fabrication and installation procedures.

Samples, where applicable or requested.

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.

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 and any additional information Thornton may request.

All requests for substitution shall be submitted in writing to Dennis Laurita, City of Thornton Contract Administrator. All requests for substitution shall be received no later than ten (10) Calendar Days prior to the Bid Proposal submittal date. If any additional products are 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 products. Thornton is not obligated to approve substitutions, either before Bid Proposal opening or after Award, regardless of whether a product, material, or process is considered equivalent.

PROCEDURE FOR CONTRACT SIGNING

1. Signed Notice of Award - One (1) Original retained by Contract Administration
One (1) Copy of Executed Award for Contractor
2. Contract Administrator sends four (4) copies of Contract (bound in Project Manual) to Contractor. Contractor executes all four (4) copies and returns all four (4) executed copies of Contract (bound in Project Manual) to Thornton's Contract Administrator. Execute the Contracts by signing and, if applicable, attesting the Contracts on the signature page. Print your title below your signature. 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). Print title of attestation witness in space provided. If Contractor is not a corporation, attestation is not required.
3. Include the following when returning executed Contracts to Thornton:
 - A. Four (4) copies of executed Performance Bond and Labor and Material Payment Bond, along with applicable Power of Attorney, in the amount of the Contract from a bonding company listed in the government approved list of bonding companies (Circular 570). Original signature and attestation are required for all four (4) copies. Submit an executed Power of Attorney for each set of bonds.
 - B. Certificate of Insurance and Additional Insured Endorsement.

If the Acord Certificate is used, the following revisions shall be made:

The language above the authorized representative's signature shall be modified to delete the words "endeavor to" and delete all the language at the end of the statement beginning with the words "but failure to mail."

Thornton, its officers, employees and agents are to be named as an Additional Insured as required by the General Conditions. This language is to appear on the face of the certificate. Additional Insured Endorsements must be submitted.
 - C. W-9 Taxpayer ID Forms.
4. Return Certificates of Insurance, Endorsements, Bond Forms with Power of Attorney, W-9 Taxpayer ID forms, the Affidavit, and signed (and attested if applicable) Contracts to the Contract Administrator within ten (10) Calendar Days from date of Notice of Award unless noted otherwise in the Special Conditions.
5. The City of Thornton Contract Administrator will bind the Certificate of Insurance, Endorsements, executed Performance and Payment Bonds, and applicable Powers of Attorney into the Project Manuals with the signed and attested Contracts, and will route the Project Manuals for City of Thornton signatures. The last City of Thornton signatory will date the Contract on the first page. One (1) fully executed original will be returned to the Contractor.

CONTRACT

THIS CONTRACT, made and entered into this ____ day of _____, 2008 by and between the City of Thornton, Colorado (hereinafter called "Thornton"), and _____ (hereinafter called the "Contractor"), or jointly known as the "Parties".

WITNESSETH:

That for and in consideration of the payments, covenants, and agreements stated herein, the Contractor and Thornton agree as follows:

1. The Contractor shall perform and complete in a Good and Workmanlike Manner all Work required in connection with the "102nd Avenue 1.5 MG Elevated Water Storage Tank, Project No. 05-175", all in strict accordance with the Contract Documents, including any and all Addenda prepared by the Contracts and Purchasing Manager, which Drawings and Specifications are made a part of this Contract; and in strict compliance with the Contractor's Bid Proposal and the other Contract Documents herein mentioned, which are a part of the Contract; and the Contractor shall do everything required by this Contract and the other documents constituting a part thereof.

2. Payments are to be made to the Contractor by Thornton in accordance with and subject to the provisions embodied in the documents made a part of this Contract, or as prescribed by law.

3. Work under this Contract shall commence on the date specified in the written Notice to Proceed from Thornton to the Contractor. Upon receipt of said Notice, the Contractor shall diligently and continuously perform and substantially complete all Work under this Contract within six hundred fifty (650) consecutive Calendar Days. The Contractor shall also meet all milestone or other interim performance dates specified in the Contract Documents.

4. This Contract consists of the following component parts, herein defined as the Contract Documents, all of which are as full a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

Invitation for Bid Proposals
Addenda
Special Conditions
Technical Specifications
Drawings
Labor and Material Payment Bond
Notice of Award
Contract Change Orders

Information for Bidders
Contract (This Instrument)
General Conditions
Bid Proposal Form
Appendices (if any)
Performance Bond
Notice to Proceed
Contractors Pay Requests

The above named documents are essential parts of the Contract, and a requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete Work product.

In case of discrepancy, the order of precedence is as follows:

1. Contract Change Orders
2. Addenda
3. Contract (This Agreement)
4. Drawings
5. Special Conditions
6. Technical Specifications
7. General Conditions

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a higher numerical value.

The Contractor shall not take advantage of any apparent error or omission in the Drawings or Specifications. In the event the Contractor discovers such an error or omission, he shall immediately notify Thornton. Thornton will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Drawings and Specifications.

5. It is agreed by the Parties to this Contract that this Contract shall be executed in quadruplicate, one (1) copy being retained by the Contractor, one (1) copy for the Surety and two (2) copies to be delivered to Thornton.

ATTEST:

CITY OF THORNTON, COLORADO:

Nancy A. Vincent, City Clerk

David Boyd, Finance Director

APPROVED AS TO LEGAL FORM:
Margaret A. Emerich, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
Senior Assistant City Attorney

Jerry D. Dye, Support Services Director

ATTEST: (FOR FIRM SIGNATURE)

INSERT FIRM NAME (ALL CAPS):

Signature

Signature

Title

Title

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That _____
(full name and address or legal title of Contractor)

as

Principal (hereinafter called Contractor), and _____
(full name and address or legal title of Surety)

as

Surety (hereinafter called Surety), are held and firmly bound unto the City of Thornton as Obligee (hereinafter called Thornton), in the amount of _____
(a sum equal to at least the contract price)

Dollars (\$_____) for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has been awarded a Contract by Notice of Award dated _____, 2008, by Thornton for the 102nd Avenue 1.5 MG Elevated Water Storage Tank, Project No. 05-175 in accordance with Drawings and Specifications prepared by Burns & McDonnell Engineering, 9785 Marion Circle, Suite 400, Centennial, CO 80112, which Contract will by reference be made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration of the Contract or extension of time made by Thornton.

Whenever Contractor shall be, and declared by Thornton to be in default under the Contract, Thornton having performed Thornton's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

1. Complete the Contract in accordance with its terms and conditions; or
2. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible Bidder, or, if Thornton elects, upon determination by Thornton and the Surety jointly of the lowest responsible Bidder, arrange for a Contract between such Bidder and Thornton, and make available as Work progresses (even though there should be a default or a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the Contract price but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price" as used in this paragraph, shall mean the total amount payable by Thornton to Contractor under the Contract and any Contract Change Orders thereto, less the amount properly paid by Thornton to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than Thornton named herein or the heirs, executors, administrators or successors of Thornton.

Signed and sealed this _____ day of _____, 2008.

Witness

Title

Witness

Title

Principal

Title

Surety

Title

LABOR AND MATERIAL PAYMENT BOND

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THORNTON CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT.

KNOW ALL MEN BY THESE PRESENTS: that _____
(full name and address or legal title of Contractor)
_____ as Principal

(hereinafter called Principal), and _____
(full name and address or legal title of Surety)

_____ as Surety
(hereinafter called Surety), are held and firmly bound unto the City of Thornton as Obligee
(hereinafter called Thornton), for the use and benefit of claimants as herein below defined, in
the amount of _____ Dollars(\$ _____),
(a sum equal to at least the contract price)

for the payment whereof Principal and Surety bind themselves, their heirs, executors,
administrators, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Contractor has been awarded a Contract by Notice of Award dated _____,
2008, by Thornton for the 102nd Avenue 1.5 MG Elevated Water Storage Tank, Project No.
05-175 in accordance with Drawings and Specifications prepared by Burns & McDonnell
Engineering, 9785 Marion Circle, Suite 400, Centennial, CO 80112, which Contract will by
reference be made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall
promptly make payment to all claimants as hereinafter defined, for all labor and material used
or reasonably required for use in the performance of the Contract, then this obligation shall be
void, otherwise it shall remain in full force and effect, subject, however, to the following
conditions:

1. A claimant is defined as one having a direct Contract with the Principal or with a Subcontractor of the Principal for labor, material or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.
2. The above named Principal and Surety hereby jointly and severally agree with Thornton that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) Calendar Days after the date on which the last of such claimant's Work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. Thornton shall not be liable for the payment of any costs or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant:
 - a. Unless claimant, other than one having a direct Contract with the Principal, shall have given written notice to any two (2) of the following: the Principal, Thornton, or the Surety above named, within ninety (90) Calendar Days after

such claimant did or performed the last of the Work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the Work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Thornton or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid Project is located, save that such service need not be made by a public officer.

- b. After the expiration of six (6) months following the date on which Principal ceased Work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.
 - c. Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof is situated, or in the United States District Court for the District in which the Project, or any part thereof, is situated, and not elsewhere.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens or claims which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this _____ day of _____ 2008.

Witness

Principal

Title

Title

Witness

Surety

BID PROPOSAL FORM

City of Thornton

Contract Administration

Thornton, Colorado

The undersigned Bidder, having examined the Specifications, Drawings and all other documents contained in the Contract Documents, and having examined the site where the Work is being performed, and having familiarized himself with any local conditions effecting the Work and having knowledge of the cost of Work at the place where the Work is to be done, hereby proposes to execute and perform the formal Contract set forth in these Contract Documents, of which this Bid Proposal forms a part, and will do the Work therein described in accordance with the terms and conditions therein set forth; and furnish all required labor, materials, tools, equipment, transportation and services for said Work, and pay all applicable taxes and other incidental costs, all in strict conformity with the Drawings and Specifications forming a part of the Contract Documents, for an amount computed upon the basis of the quantity of Work actually performed at the Bid Proposal prices noted 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 quoted 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. Plan quantities will not be measured for payment and payment will be made based on the plan quantity specified multiplied by the quoted unit price.

It is further agreed that any quantities of Work to be performed at unit prices and material to be furnished 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, 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 additional 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. Where supplemental unit prices are available, they shall be used to adjust lump sum prices.

By submitting a Bid Proposal, the Bidder acknowledges the 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 Bidders 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 and deliver the Work contemplated in accordance with all the conditions set forth in the Contract Documents.

The undersigned has carefully checked the figures inserted by him and understands that they are the Bidder's sole responsibility, and 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 himself an advantage over any other Bidder.

Attached is a certified check without endorsement and with conditions payable to the City of Thornton in the sum of five percent (5%) of 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 a cashier's check for five percent (5%) of the total Bid Proposal, or 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 B or better for five percent (5%) of the total Bid Proposal.

It is expressly understood that the check or bond is given as a guarantee that the Bidder will execute the formal Contract and furnish an acceptable Performance Bond and Labor and Material Payment Bond on the forms included in the Contract Documents, together with their required insurance, if Awarded the Work and the amount thereof represents the agreed damages that Thornton will sustain if the Bidder fails or refuses within ten (10) consecutive Calendar Days from and including the date of receipt of the Notice of Award of the Contract to execute and deliver said Contract and deliver the required Performance Bond and Labor and Material Payment Bond, in which event said check or bond shall be immediately paid to and be retained by Thornton as a penalty.

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 ninety (90) Calendar Days after the date of opening of said Bid Proposals, and to delay Award until the end of such time period.

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

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

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 is to 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 to the following:

1. Bidder, as of the date of Award, will not knowingly employ or contract with an illegal alien and Bidder has participated in or will attempt to participate in the basic pilot employment verification program as defined in C.R.S. § 8-17.5-101(1) ("Program") in order to confirm the employment eligibility of all employees who are newly hired for employment in the United States.
2. Bidder will not enter into a contract with a subcontractor that fails to certify to Bidder that the subcontractor does not knowingly employ or contract with an illegal alien to perform work under this Contract.
3. Bidder has confirmed or attempted to confirm the employment eligibility of all employees who are newly hired for employment in the United States through participation in the Program and, if Bidder is not accepted into the Program prior to entering into this Agreement, that Bidder shall apply to participate in the Program every three (3) months until Bidder is accepted or this Contract has been completed, whichever is earlier.
4. Bidder understands it is prohibited from using Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
5. Bidder understands that if it obtains actual knowledge that a subcontractor performing work under this Contract employs or contracts with an illegal alien, Bidder shall be required to:
 - a. Notify the subcontractor and Thornton within three (3) Calendar Days that Bidder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; 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 the illegal alien; except that Bidder shall not terminate the contract 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 an illegal alien.
6. Bidder understands it shall comply with any reasonable request by the Colorado Department of Labor and Employment ("Department") made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.
7. Bidder understands and agrees that if it violates any provision of this certification, Thornton may terminate this Contract for breach of Contract. If this Contract is so terminated, Bidder shall be liable for actual and consequential damages to Thornton.

The undersigned Bidder acknowledges the following Addenda:

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 Contractor 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 five thousand dollars (\$5,000).

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

CITY OF THORNTON, COLORADO 1.5 MG Elevated Storage Tank-Project No. 05-175						
BID FORM MAY 2008						
CONTRACT ITEM NO.	Spec Section	CONTRACT ITEM	EST. QUANTITY	UNIT	UNIT PRICE	EXTENSION
1	02510	16-INCH YARD PIPE		LF		
2	02820	CHAIN-LINK FENCE		LF		
3	16111	ELECTRICAL CONDUIT		LF		
4		OTHER (SPECIFY)				
5		ELEVATED STORAGE TANK AND APPURTENANCES, INCLUDING RELOCATION OF ELECTRICAL EQUIPMENT		LS	NOT APPLICABLE	
					SUBTOTAL	\$ -
					CONTINGENCY (10%)	\$ -
					TOTAL ESTIMATE OF PROBABLE CONSTRUCTION COSTS	
						\$ -

Total Contract Price For Project: "102nd Avenue 1.5 MG Elevated Water Storage Tank,
Project No. 05-175".

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

\$ _____
(Numerals)

Dated this _____ day of _____, 2008.

FIRM NAME _____

By: _____

Title: _____

Bidder's Legal Status _____

State of Incorporation _____

Firm's Address: _____

Telephone: _____

Fax: _____

ATTEST: (Seal if Bid Proposal is by Corporation)
