

FORM A

CITY OF CAÑON CITY DESIGN/BUILD STREET IMPROVEMENT PROJECT (REFERENDUM #2A) 2018

PROPOSAL LETTER

PROPOSER: _____

Proposal Date: _____

Adam Lancaster, City Engineer
City of Cañon City
128 Main Street
Cañon City, CO 81212

The undersigned ("Proposer") submits this proposal in response to that certain Request for Proposals (the "RFP") issued by the City of Cañon City ("CITY"), dated _____, 2018, to solicit proposals for a Design-Build Contractor ("Contractor") to enter into a Contract (the "Contract") to develop the Design/Build Street Improvement Project (Referendum #2A) (the "Project") as more specifically described in the documents provided with the RFP (the "RFP Documents").

If selected by CITY, Proposer agrees: (a) to negotiate the terms of the Contract Documents with CITY in good faith and in accordance with the requirements of the RFP, if applicable, and (b) to enter into and perform its obligations as set forth in the Contract Documents, including compliance with all commitments contained in this proposal.

Enclosed herewith, and by this reference incorporated herein and made a part of this Proposal, are the following:

Executive Summary
Proposer Information/Qualifications, Certifications
Technical Proposal
Project Plans, ATCs, PAEs, and Schedule
Price Proposal

Proposer acknowledges receipt, understanding and full consideration of the following Addenda to the RFP:

[List all Addenda, if applicable]

Proposer certifies that it has carefully examined and is fully familiar with all of the provisions of all of the RFP Documents, and is satisfied that such provisions provide sufficient detail regarding the Work (as defined in the RFP) to be performed and do not contain internal inconsistencies; that it has carefully checked all the words, figures and statements in this proposal; that it has conducted such other field investigations and additional design development which are prudent and reasonable in preparing this proposal, including a thorough review of all of the RFP Documents; and that it has notified CITY of any deficiencies in or omissions from any RFP Documents or other documents provided by CITY and of any unusual site conditions observed prior to the date hereof.

Proposer represents that all statements made in the Statement of Qualifications previously delivered to CITY (as amended and resubmitted) are true and correct as of the date hereof, except as otherwise specified in the enclosed proposal forms. Proposer agrees that such Statement of Qualifications, except as modified by the enclosed proposal forms, is incorporated in such forms as if fully set forth therein.

Proposer agrees that CITY will not be responsible for any errors or omissions in this proposal.

[Add appropriate signature block]

1. Sample signature block for corporation or Limited Liability Company:

[Insert the Proposer's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert the Proposer's name]

By: *[Insert general partner's or member's name]*

Print Name: _____

Title: _____

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert the Proposer's name]

By: _____

Print Name: _____

Attorney in Fact

Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation: _____

INCUMBENCY CERTIFICATE

Provide Separate Forms for Proposer and all Major Participants

The undersigned hereby certifies to _____ that he/she is the duly elected and acting _____ Secretary of _____ ("Company"), and that, as such, he/she is authorized to execute this Incumbency Certificate on behalf of the Company, and further certifies that the persons named below are the duly elected, qualified and acting officers of the Company, holding on the date hereof the offices set forth opposite their names.

NAME

OFFICE

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

IN WITNESS WHEREOF, the undersigned has executed this Incumbency Certificate this _____ day of _____, 2018.

Secretary

FORM B

ESCROW AGREEMENT

THIS ESCROW AGREEMENT (this "Agreement") is made and entered into as of this _____, 2018, by and among the City of Cañon City ("CITY"), _____, ("Proposer"), with reference to the following facts:

A. CITY has issued a Request for Proposals (the "RFP") for development of the Design/Build Street Improvement Project (Referendum #2A) 2018 (the "Project").

B. Proposer has submitted to CITY a proposal (the "Proposal") in response to the RFP.

C. As part of the Proposal, Proposer is submitting one copy of all information regarding the assumptions made in calculating the prices submitted to CITY with the Proposal, as required of the RFP, in separately sealed and labeled boxes ("EPDs").

D. CITY and Proposer, upon mutual agreement, may employ the services of Escrow Agent to act as the escrow holder for the limited purposes set forth below. The Escrow Agent has agreed to serve as such escrow holder under the terms and conditions provided in this Agreement. The EPDs may be escrowed at a Banking Institution, or at a mutually agreed secure location.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereby agree as follows:

1. Deposit. Proposer hereby deposits with Escrow Agent the EPDs. Escrow Agent hereby acknowledges receipt of such EPDs, and such EPDs shall be held in escrow under the terms and conditions of this Agreement.

2. Holding of EPDs. Escrow Agent shall hold the EPDs in escrow in a designated area on the premises of Escrow Holder located at _____, on a confidential basis. The EPDs shall be stored in an area that is locked at all times. No third party, including the employees of Escrow Agent, shall be allowed access to any of the EPDs, provided that employees of Escrow Agent shall have access to the locked area for other purposes.

3. Release of EPDs. Escrow Agent shall release the EPDs as follows:

A. Escrow Agent shall release the EPDs to Proposer, and Proposer shall pick up the EPDs at Proposer's expense, upon delivery by CITY of a certificate from the City Engineer certifying that CITY has determined not to enter into a contract with Proposer.

B. Escrow Agent shall release the EPDs to CITY at such time as CITY and the selected Proposer are ready to start Contract negotiations (or upon CITY's selection of a Proposer if negotiations are not commenced) upon delivery of mutual instructions to Escrow Agent by CITY and Proposer.

4. Representation and Warranty. Proposer represents and warrants to CITY that, prior to delivery of the EPDs to Escrow Agent, the EPDs were personally examined by an authorized representative of Proposer and that they meet the requirements of the RFP and are sufficient to enable a complete understanding and interpretation of how Proposer arrived at its proposal prices.

5. Rights of Escrow Agent. If conflicting demands are made or notices served upon Escrow Agent with respect to this escrow, the parties hereto expressly agree that Escrow Agent shall have the absolute right at its election to do any of the following:

- A. withhold and stop all further proceedings in, and performance of this escrow;
- B. file a suit in interpleader and obtain an order from the court requiring the parties to interplead and litigate in such court their several claims and rights amongst themselves;
- C. deliver all EPDs with seals intact to another location to be selected by CITY within 30 days after Escrow Agent delivers notice thereof to CITY.

6. Fees. Proposer shall be responsible for any escrow fees.

7. Notices. All notices, which may or are required to be given or made by either party hereto to the other shall be in writing. Such notices shall be either personally delivered or sent by registered mail, postage prepaid, to:

If to the Proposer:

 Attention: _____

If to CITY:

Adam Lancaster, City Engineer
 City of Cañon City
 128 Main Street
 Cañon City, CO 81212

If to the Escrow Agent:

(Identify Escrow Agent here if mutually agreed to)

Or to such other addresses and such other places as any party hereto may from time to time designate by written notice to the others.

- 1. Counterparts. This Agreement may be executed in one or more counterparts, all of which together shall be deemed an original.
- 2. Headings. The title headings of the respective paragraphs of this Agreement are inserted for convenience only, and shall not be deemed to be part of this Agreement or considered in construing this Agreement.
- 3. Governing Law. The laws of the State of Colorado shall govern this Agreement.
- 4. Attorney's Fees. If either CITY or Proposer commences or engages in any action by or against the other party directly or indirectly arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and other costs incurred in the action and in preparation for said action and any subsequent appeal. All parties agree to indemnify and hold Escrow Agent harmless from and against all costs, expenses, and attorneys' fees in connection with any such action.

IN WITNESS WHEREOF, the parties hereto, each intending to be legally bound by this writing, have caused this Agreement to be executed the date first above written.

“CITY”

CITY OF CAÑON CITY

By: _____

Name: _____

Title: _____

“PROPOSER”

By: _____

Name: _____

Title: _____

Escrow Agent hereby accepts the escrow provided for in this Agreement, only to the extent of the escrow provisions.

By: _____

Title: _____

FORM C

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS, that we,

as Principal, hereinafter called the Principal, a _____ [corporation, partnership or individual]
duly authorized by law to do business in the State of Colorado, and

_____ [Surety Company name], a corporation duly
authorized to do surety business under the laws of the State of Colorado as Surety, hereinafter called the
Surety, are held and firmly bound unto CITY as Obligee in the penal sum of 5% of the Contract Price set
Forth for the Design/Build Street Improvement Project (Referendum #2A) 2018, of which sum will and
truly be

made, the said Principal and said Surety, bind ourselves, our heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a proposal for the _____, and if selected as the Design-Build
Contractor on this Project, the Principal and Surety are firmly bound and jointly and severally liable to the
Obligee in the penal sum described above.

The above obligation is void if the Principal enters into the Contract within sixty days of selection of the
Principal, negotiates any final terms and conditions in good faith, and has furnished all required
documents for issuance of Notice to Proceed, unless the time is extended by CITY.

WITNESS:

Signed and sealed this ____ day of _____, 2018.

Principal

Witness

Signature

Print or type name

Title

Surety

Witness

Signature

Print or type name

Title