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CITY OF THORNTON

REQUEST FOR PROPOSALS

FOR

LANDSCAPE ARCHITECTURE SERVICES

PROJECT NO. 319-20

October 2020

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III. NOTICE
REQUEST FOR PROPOSALS

The City of Thornton, CO ("Thornton") respectfully requests separate sealed Proposals for **Landscape Architecture Services, Project No. 319-20** (hereinafter referred to as "Project"). Proposals will be received until **3:00 p.m.**, local time, **November 13, 2020**, at the front door entrance to City Hall at 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326. Proposals shall be placed in the Contract Submission Dropbox provided at the front door.

Project Description:

The Agreement is for on-call services on an as-needed basis. Thornton's intent is to engage multiple firms under this solicitation. Thornton does not guarantee any minimum amount of work or compensation to the firms receiving award. The Agreement shall terminate on December 31, 2025, unless sooner terminated by Thornton's issuance of a Termination Notice. Upon request, rates and charges may be adjusted annually for subsequent one (1) year terms on the anniversary date of the Agreement provided; however, that increases in rates and charges may not exceed the inflation rate defined by the current Denver Boulder Greeley CPI as published by the Bureau of Labor Statistics.

To be minimally qualified for consideration for award, proposing firms must have successfully completed landscape architecture projects in the Colorado front range corridor within the past five (5) year period that have a similar degree of complexity and cost to Thornton's anticipated projects. Firms must have at minimum one (1) staff member who is licensed as a landscape architect that is available for assignment to Thornton's Project.

Thornton utilizes the BidNet Direct System at www.BidNetDirect.com to distribute official copies of the Request for Proposals ("RFP") for use in preparing Proposals. Proposing firms will be required to register with the website to download the RFP 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. Proposing firms are required to acknowledge all addenda with their Proposal and are encouraged to either register with the website or to view the addenda posted on the Contract Administration bulletin board prior to submission of a Proposal. Proposing firms that do not acknowledge all addenda may be considered non-responsive. The RFP documents, including addenda, are also available for viewing on the City of Thornton Website, https://solicitations.thorntonco.gov/solicitations. Proposing firms that do not have download and/or printing capability in-house may contact a commercial reprographics company for assistance with downloading and printing the RFP.

Late Proposals will not be accepted under any circumstances. Any Proposal(s) received after the scheduled deadline for submitting Proposals will be returned to the proposing firm unopened. Sole responsibility rests with the proposing firm to see that their Proposal is received on or before the deadline.

Thornton reserves the right to reject any and all Proposals, in part or in whole, and to award the Project to the most responsive and responsible firm(s) as deemed in the best interest of Thornton; further, the right is reserved to waive any formalities or informalities contained in said Proposal(s).

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Proposals shall be submitted in a sealed envelope plainly marked on the outside with the proposing firm's name and address and **"Request for Proposals, Landscape Architecture Services, Project No. 319-20"**. Proposals delivered by mail or courier service shall be in the sealed envelope inserted into a separate mailing envelope. On the outside of the mailing envelope note **"Proposal Enclosed, Landscape Architecture Services, Project No. 319-20"**.

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

Date First Published: October 19, 2020

Published at: BidNet Direct & COT Website

DocuSigned by:

BY: Jim Jensen 10/20/2020

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Jim Jensen
Contracts Supervisor

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IV. PROPOSAL INSTRUCTIONS AND INFORMATION

Thornton is soliciting written Proposals from qualified firms for **Landscape Architecture Services, Project No. 319-20**. To be eligible for consideration, the proposing firm must be capable of supplying the Services as described herein, and must meet all other criteria outlined in this RFP.

A. INQUIRIES AND CORRECTIONS

All inquiries relating to this RFP shall be addressed in writing to:

City of Thornton
Attention: Keith Griess, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326
Fax: 303-538-7556 or Phone: 303-538-7643
E-mail: Keith.griess@ThorntonCo.gov

If a proposing firm, subsequent to the Pre-Proposal Conference, finds discrepancies in or omissions from the RFP, or requires additional clarification of any part thereof, a written request for interpretation shall be submitted to the Contract Administrator. Any interpretation of or change made to the RFP will be made by written addendum to each proposing firm, and will become part of the RFP and of any Agreement awarded. Thornton will not be responsible for the accuracy of any other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing, with responses being made available to all proposing firms. To be given consideration, inquiries must be received no later than 5:00 p.m. on the tenth (10th) Calendar Day prior to the date established for the submission of the Proposal. It shall be the responsibility of each proposing firm to verify that every addendum has been received prior to submitting a Proposal.

B. SUBMITTAL DATE AND LOCATION

All Proposals must be received in Thornton's Contract Administration Office, City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326 prior to **3:00 p.m.** local time on **November 13, 2020.** Proposals must be submitted in a sealed envelope plainly marked on the outside with the proposing firm's name and address **"Request for Proposals, Landscape Architecture Services, Project No. 319-20"**, and addressed to the Contracts Manager. Proposing firm's name and address shall also appear on the outside of the sealed envelope containing the Proposal. If the Proposal is sent by U.S. mail or courier service, the Proposal shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate "**Proposal Enclosed, Landscape Architecture Services, Project No. 319-20**", on the outside of the mailing envelope or box.

C. LATE AND ELECTRONIC PROPOSALS

Late Proposals will not be accepted under any circumstance, and any Proposal received after the deadline shall be returned to the proposing firm unopened. In addition,

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Proposals sent by electronic devices are not acceptable and will be rejected upon receipt. Proposing firms will be expected to allow adequate time for delivery of their Proposals either by airfreight, postal service, or other means.

D. CONFIDENTIAL AND PROPRIETARY INFORMATION

Prior to Award, any information contained within the Proposal may be held confidential and proprietary by Thornton as solely determined by Thornton. After Award, the information within the Proposal becomes public information with the exception of information that has been clearly marked as confidential and proprietary by the proposing firm. Any information marked confidential shall comply with Colorado's Open Records Act (CORA) and other applicable statutes. Thornton shall be held harmless from any claims arising from the release of confidential and proprietary information not clearly designated as such by the proposing firm or which does not comply with CORA. In general, it is not acceptable to Thornton to mark information other than financial statements, project financing data, litigation history, tax audit history, or client lists as confidential and proprietary. Further, it is not acceptable to mark price proposal information as confidential and proprietary. Failure to adhere to these restrictions may result in the entire Proposal being deemed non-responsive.

E. DEFINITION, CONTEXT, AND GENDER

Unless otherwise specified in this document, all words shall have a common meaning unless the context in which they are used clearly requires a different meaning. Words in the singular number include the plural, and in the plural include the singular. Additionally, words of the masculine gender include the feminine and the neuter, and when the sense so indicates, words of the neuter gender may refer to any gender.

F. CONDITIONS OF PROPOSAL SUBMITTAL

1. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, and any departure from such conditions, requirements, or specifications may constitute sufficient cause for rejection of the entire Proposal.

2. The Proposal must be signed by a duly authorized official of the proposing firm submitting the Proposal.

3. No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to Thornton, or that otherwise may be deemed irresponsible, unresponsive, or untrustworthy by Thornton staff or Thornton City Council.

4. Only one (1) Proposal will be accepted from any person or corporation. If multiple options are requested or offered, each option must be submitted under a single Proposal and in a single envelope or box.

5. All terms and prices quoted must be firm for a period of sixty (60) Calendar Days from the Proposal submittal date or until Award, whichever is sooner.

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6. Thornton reserves the right to reject any and all Proposals, or any part thereof. Thornton further reserves the right to waive any formalities, or informalities contained in any Proposal, and to award the Agreement to the most responsive, responsible, and trustworthy proposing firm as deemed in the best interest of Thornton.

7. All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional materials.

8. All costs, including travel and expenses incurred in the preparation of the Proposal, shall be borne solely by the proposing firm.

9. Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any contracts involving an amount in excess of one hundred dollars ($100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect, in the proposing firm or this RFP. Certain other restrictions may also apply to contracts in which an employee, member of a board or commission, City Council member or member of their family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member. Therefore, the proposing firm shall submit with the Proposal the following declaration contained in Exhibit 1, Acceptance of Conditions Statement.

   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 proposing firm or this RFP, except as follows (list, if any): _____

   _____

   _____

   _____

10. Thornton reserves the right to negotiate final terms with the selected firm, which terms may vary from those contained in this document.

11. Thornton reserves the right to request a client list from the proposing firm, for the purpose of determining potential conflicts of interest. Such list shall be considered proprietary.

12. Thornton <u>will</u> <u>not</u> return Proposals, or other information supplied to Thornton, to the proposing firms.

G. <u>EVALUATION OF PROPOSALS</u>

All Proposals will be evaluated by a Project Committee assigned by the City Manager, or his designee. Proposals shall be evaluated on the basis of the Evaluation Criteria set forth herein. In addition, any other pertinent information which becomes available

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during the evaluation, interview, or negotiations may be considered in the evaluation. The committee may make a recommendation for award on the basis of the Proposals received, or may choose to "short list" prospective firms for further consideration, which may include interviews and/or negotiations. The proposing firm selected for the award will be chosen on the basis of the apparent greatest benefit to Thornton, and not necessarily on the basis of lowest price. The City Manager, or his designee, shall make the final determination of the firm selected.

H. EVALUATION CRITERIA

To be minimally qualified for consideration for award, proposing firms must have successfully completed landscape architecture projects in the Colorado front range corridor within the past five (5) year period that have a similar degree of complexity and cost to Thornton's anticipated projects. Firms must have at minimum one (1) staff member who is licensed as a landscape architect that is available for assignment to Thornton's Project.

Proposals from firms meeting the minimum qualifications shall be evaluated on the basis of the following criteria:

1. Responsiveness to the needs of Thornton and the degree to which the Proposal meets or exceeds the requirements of the RFP, the proposed solutions offered, the means and methods of accomplishing the Services, and the Scope of Services offered.

2. Responsibility and trustworthiness of the proposing firm, including financial capability to perform the Project and claims and litigation history.

3. Past performance of the proposing firm for Thornton and other owners and results of reference checks.

4. Experience of the proposing firm in dealing with municipal or other governmental agencies in projects of similar size, scope, and nature.
5. The proposing firm's engagement team, including the experience and resumes of key personnel assigned to the Project.

6. The proposing firm's fee (not-to-exceed price) structure based on the Services to be provided.

I. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM

1. The successful proposing firm shall enter into a written Agreement with Thornton in the form attached hereto as Exhibit 2 and incorporated by reference herein.

2. The successful proposing firm shall be required to maintain insurance coverages as set forth in Exhibit 2.

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3. The successful proposing firm shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of Thornton.

4. The successful proposing firm shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.

5. The successful proposing firm and its employees will operate as an independent contractor and will not be considered employees of Thornton.

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V. PROPOSAL PREPARATION

A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to evaluate the overall benefit of the Proposal to Thornton.

- Submit one (1) electronic copy on a flash drive; and
- One (1) Original and one (1) identical copy of the Proposal.

Except submit only one (1) original of the confidential financial reference and claims and litigation history. This information should not be on the flash drive. The confidential information shall be placed in a separate sealed envelope as noted below and inserted into the main proposal submittal envelope or box. Clearly mark the original proposal document as such.

B. Proposals shall include the following:

1. A cover letter stating the name, address, and telephone number of the proposing firm, and bearing the signature of the person having the authority to make the Proposal for the proposing firm, and bind the firm in a formal Agreement with Thornton.

2. An executed Exhibit 1, Acceptance of Conditions Statement, which:

    a. Affirms the acceptance of all conditions and requirements contained in this RFP;
    b. Contains acknowledgement of all addenda issued; and
    c. Lists the names of any of the proposing firms' employees who are family members of Thornton employees, officers, board or Council members.

3. The proposed Exhibit B, CONSULTANT Personnel and Subconsultants Listing, which is in Exhibit 2, Agreement, showing all personnel and subconsultants proposed for assignment to the Project team. Also submit resumes with education and work experience for key personnel.

4. A written narrative that defines the methods and means by which the proposing firm will perform the Services outlined in this RFP.

5. The proposed Exhibit C, Schedule of Charges, which is in Exhibit 2, Agreement, containing the billable hourly rate schedule of the proposing firm including the hourly rates for all personnel assigned to the Project team, subconsultant's fees, and rates for proposed reimbursable expenses such as mileage, equipment, printing, postage, courier service fees, etc. Reimbursable expense categories identified in the Reimbursable Expense Schedule must include all expenses for which the proposing firm will expect separate reimbursement. Expense categories not identified will not be reimbursed separately but are assumed to be included in the billable hourly rates or the fixed fee, whichever is applicable. Reimbursable

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expenses are reimbursed at cost. The proposed Schedule of Charges will be the sole basis of payment.

6. A list of what portion of the Services, if any, will be subcontracted.

7. A list of at least five (5) references for which similar services have been provided. Include current contact names, addresses, and telephone numbers.

8. An executed Exhibit 3, Reference Authorization and Release Form.

9. A letter of reference from the proposing firm's primary bank or financial institution which indicates the bank's opinion on the proposing firm's financial capacity to perform their obligations under the Agreement. The letter shall be placed in a separate sealed envelope labeled with the firm name and the notation "CONFIDENTIAL FINANCIAL REFERENCE". The sealed confidential envelope shall be placed inside the envelope or box containing the firm's proposal.

10. Litigation and claims history in Colorado over the past five (5) years in which the proposing firm or any of its principals were named in a claim or lawsuit related to the proposing firm's provision of goods or services. Include a list of any ongoing or settled claims, mediations, arbitrations, lawsuits, and judgments during the time period. List must contain a description of the type of claim or suit, the general nature of the dispute, whether it is ongoing or settled, and the general outcome if settled, but need not reveal the other parties' names if it is not in the public record. The history shall be placed in a separate sealed envelope labeled with the firm name and the notation "CONFIDENTIAL LITIGATION AND CLAIM HISTORY". The sealed confidential envelope shall be placed inside the envelope or box containing the proposing firm's proposal.

11. Any other information deemed necessary by the proposing firm.

12. Note that Exhibit D, Affidavit is not required to be submitted with the Proposal. This exhibit is required only from the selected firm, and only if the selected firm is a sole proprietorship or an individual. If applicable, the selected firm will submit Exhibit D and the required identification along with the executed Agreement.

C. Submittal of a Proposal shall be taken as prima facie evidence that the proposing firm has full knowledge of the scope, nature, quality, and quantity of the Services to be performed, and the detailed requirements and conditions under which the Services are to be performed.

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VI. EXHIBIT 1

ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. 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.

   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 proposing firm or this Request for Proposal, except as follows (list, if any, or if none so state):_____

   _____

2. I/we hereby agree to all instructions, terms and conditions, and specifications contained herein.

B. I/we acknowledge the following addenda (list, if any, or if none so state): _____

_____

Proposing Firm Name: _____

Address: _____

_____

Telephone Number: _____

Submitted By: _____
(Signature)

Title: _____

Date: _____

Attest (by officer if corporation) or Notary (if individual): _____

My Commission Expires (if notarized): _____

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II. EXHIBIT 2

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Professional Consulting Services Agreement for Landscape Architecture Services, Project Number 319-20, is made and entered into on this ____ day of _____, 20____, between the **City of Thornton**, a Colorado home rule municipality, in the state of Colorado, ("Thornton"), and _____ located at _____ ("Consultant"). Hereafter, Thornton and Consultant collectively may be referred to as the "Parties" or individually as the "Party."

I. RECITALS

A. Thornton sought out Professional Consulting Services for General Engineering Services for an on-call, as-needed basis in connection with Landscape Architecture Services, Project Number 319-20 (the "Project");

B. Consultant submitted an offer and Thornton selected Consultant to work on this Project after Thornton determined Consultant has the requisite expertise and professional experience to perform the Services this Project requires;

C. On or about [Date], Thornton selected Consultant as the most qualified firm to perform these services as described in this Agreement;

D. Consultant agrees to faithfully perform the Services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform services of a similar nature as described in this Agreement.

In consideration of the promises and covenants stated herein, the Parties agree as follows:

II. TERMS AND CONDITIONS

A. **Project Description.** The Consultant shall provide landscape architecture, urban design and irrigation design services for Thornton urban streets, parks, open space, trails and facility sites on an as-needed basis.

B. **Consultant's Scope of Services, Commencement.** Upon receipt of a written Notice to Proceed from Thornton, Consultant agrees that it will furnish all of the technical, administrative, professional, and other labor; all supplies and materials, equipment, printing, vehicles, local travel, office space and facilities, testing and analyses, calculations, and any other facilities or resources required to perform and complete the Services described in the attached **Exhibit A**, ("Consultant's General Scope of Services" or "Services").

C. **Term**. The term of this Agreement shall commence on the date first written above, thereafter, on the first day of month, the term will automatically renew for one (1)

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year until its expires on December 31, 2025, or Thornton gives Consultant a written notice of termination seven (7) Calendar Days before its scheduled renewal on January 1, whichever occurs first. Consultant also understands that Thornton's obligation to renew any term of this Agreement after the first year, is contingent on City Council appropriating funds for the next term, and if City Council does not appropriate the funds, upon giving written notice to Consultant in accordance with **Section E**, **Termination,** paragraph 2, Thornton may terminate the Agreement without penalty or further obligation.

D. **Task Assignment.**

1. This Agreement provides the master terms that apply to all Services for which Thornton engages Consultant to perform on or after the date of this Agreement.

2. Thornton shall give a written assignment to the Consultant to perform the specified Scope of Services (SOS) as authorized by each Task Assignment issued in accordance with this Agreement. Task Assignments shall be established through a Purchase Order or written Amendment.

3. Except for the limitations set forth in this Agreement, Consultant understands there is no limit on the number of Task Assignments that may be issued by Thornton.

4. Any Task Assignment issued during the term of this Agreement and not completed before the term expires or terminates, shall be completed within the time specified in the Task Assignment.

5. The total compensation for any Task Assignment may be subject to a NTE amount as provided for in **Exhibit C**.

6. This Agreement does not guarantee any work to the Consultant and Thornton has no obligation to issue a Task Assignment to Consultant for any Services nor does this Agreement create any exclusive right to perform any Service and Thornton may hire others to perform the kinds of Services that Consultant performs.

E. **Contract Documents.**

1. The following documents, including all exhibits and attachments listed, contained or referenced herein, by this reference are incorporated, *verbatim*, and will hereafter be the Agreement:

   a. Purchase Orders (includes Task Assignment SOS);

   b. Approved Amendments to this Agreement;

   c. This Agreement for Professional Consulting Services (together with Exhibits); and

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d. The Request for Proposals, including all Addenda, if any.

2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph E.1 above after the first listed document.

F. **Compensation.**

1. Remuneration. In consideration for the completion of the Services by Consultant, Thornton will pay Consultant the billable hourly rates, and approved reimbursable expenses, in accordance with the attached **Exhibit C, Schedule of Charges**. The total compensation for a given Task Assignment may be subject to a NTE amount as provided for in **Exhibit C.** Upon mutual agreement, a NTE amount may be converted to a lump sum fee.

2. Invoicing.

a. Consultant shall prepare and send by electronic format a detailed monthly invoice to ap.invoices@ThorntonCo.gov.

b. Invoices become due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.

c. Invoices shall reference the Purchase Order Number assigned by Thornton, and be itemized showing hourly breakdowns for personnel, and other charges.

d. Each invoice will show the total amount from the date of the original Agreement, and any subsequently issued Purchase Orders and amendments that change the amount of the Agreement. In addition, invoices must include billing and payment summaries up to the date of the submitted invoice. Thornton reserves the right to withhold final payment until the Services are complete. Consultant shall not perform any Services without receiving a Purchase Order issued by Thornton.

e. Consultant shall break down invoices by the phases specified in the Scope of Work. Each phase shall be further itemized by cost for each completed task performed for that phase. Consultants will only invoice Thornton for work that is performed to Thornton's satisfaction, or the percentage of work satisfactorily performed for that phase, unless Service Provider has Thornton's written approval in advance. Under no circumstances will Consultant submit an invoice for work for more than the total amount specified for any given phase. Furthermore, under no circumstances may Consultant bill or otherwise invoice for work not specifically authorized.

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3. Billable Rates. The fee amounts in **Exhibit C** shall, at minimum, remain fixed for the initial period commencing on the date first above written and ending on December 31, 2025 ("Billable Rates"). Consultant may request an increase in the Billable Rates annually provided that Thornton has been given written notice a minimum of sixty (60) Calendar Days before the next period and under no circumstances shall increases exceed the inflation rate as defined by the current Denver Boulder Greeley CPI and published by the Bureau of Labor Statistics or as authorized by Thornton. Revised Billable Rates shall only be effective by written Amendment of this Agreement executed by Thornton.

G. **Changes to Consultant's Scope of Services, Terms and Conditions**.

1. A change in Consultant's Scope of Services is any change or amendment of Services that is different from, or in addition to either Consultant's General Scope of Services as defined in **Exhibit A** of this Agreement or the specific Task Assignment.

2. No change to the General Scope of Services, including any requested additional compensation, shall be effective or paid unless authorized by a written amendment executed by Thornton's City Manager (Manager) or Manager's designee(s).

3. All changes made to any Task Assignment shall be done by an authorized Purchase Order or a written amendment. If Consultant proceeds without written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on a theory of promissory estoppel, unjust enrichment, quantum meruit, or implied contract.

4. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the General Scope of Services or the terms of this Agreement.

H. **Personnel Assignments, Subcontracting.**

1. Consultant shall perform the Services with the personnel identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton. All of Consultant's key professional personnel identified in **Exhibit B** will be assigned by Consultant or subconsultant (includes any subcontractors) to perform Services under this Agreement. Consultant shall submit to Thornton a list of any additional key professional personnel who will perform Services under this Agreement within thirty (30) Calendar Days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. Thornton may, in its reasonable discretion, approve or reject any person or persons at any time working for Consultant. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such Services required

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by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the term of this Agreement to the extent practicable and to the extent that such Services maximize the quality of Services performed hereunder.

2. If Consultant decides to replace any of its key professional personnel, it shall notify Thornton in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by Thornton, which approval will not be unreasonably withheld. Thornton will respond to Consultant's written notice regarding replacement of key professional personnel within fifteen (15) Calendar Days after Thornton receives the list of key professional personnel, which Consultant desires to replace. If Thornton does not respond within that time, the listed personnel will be deemed to be approved by Thornton.

3. If, during the term of this Agreement, the Manager or Manager's designee(s) determines that the performance of approved key professional personnel is not acceptable, they will notify Consultant and give Consultant the time that the Manager or Manager's designee considers reasonable to correct such performance. Thereafter, the Manager or Manager's designee may require Consultant to reassign such key professional personnel. If the Manager or Manager's designee notifies Consultant that certain key professional personnel must be reassigned, Consultant shall use its best efforts to obtain adequate substitute personnel within ten (10) Calendar Days from the date of the notice.

4. While Consultant may retain and subcontract with subconsultants, no final agreement with any such subconsultants shall be entered into without the prior written consent of the Manager or Manager's designee. Requests for such approval must be made in writing and include a description of the nature and extent of the Services to be provided by the subconsultant, the name, address, the professional experience and qualifications of the subconsultant and any other information. Approval of the subconsultant shall not relieve Consultant of any obligations under this Agreement. Any final agreement with the approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make a claim of payment against Thornton arising out of the performance of the Services under this Agreement. Subconsultants listed in Consultant's Proposal will be deemed acceptable unless Thornton notifies otherwise.

5. Since Consultant's represented professional qualifications are a consideration to Thornton in entering into this Agreement, the Manager or Manager's designee will have the right to reject any proposed subconsultant deemed unqualified or unsuitable for any reason to perform the proposed Services, and the Manager or Manager's designee(s) will have the right to limit the number of subconsultants.

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6. Consultant shall not retain any subconsultant to perform Services under this Agreement if Consultant is aware, after a reasonable inquiry has been made, that it is connected with the sale or promotion of equipment or material which is or may be used on the Services, or any other conflict of interest exists; but in unusual circumstances, Thornton may permit a waiver in writing provided that Consultant has fully disclosed any conflict of interest of its subconsultant.

I. **Compliance with All Laws and Regulations.**

1. All of the Services performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.

   Consultant'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 this Agreement and the Services shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though written out in full.

2. Worker Status. Pursuant to Colorado law, a Consultant whose performance of Services involves provision of a service and not provision of a specific end product shall by signature and attestation on this Agreement certify to the following:

   a. Consultant, as of the date of this Agreement, does not and shall not knowingly employ or contract with an illegal alien who will perform Services under this Agreement.

   b. Consultant shall participate in either the Employment Verification Program ("E-Verify Program") created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement.

   c. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Services under this Agreement through participation in either the E-Verify Program or the Department Program.

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d. Consultant shall not enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

e. Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

f. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement employs or contracts with an illegal alien, Consultant shall:

i. Notify the subconsultant and Thornton within three (3) Calendar Days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and

ii. Terminate the subcontract with the subconsultant if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the subcontract with the subconsultant if during such three (3) Calendar Days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.

g. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established by C.R.S. § 8-17.5-102(5).

h. If Consultant violates any provision of this certification, Thornton may terminate this Agreement for breach of contract. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages suffered by Thornton.

3. Pursuant to Colorado law, a Consultant whose form of business is a sole proprietor or individual by signature and attestation below hereby agree, upon Notice of Award, to complete and file with Thornton the attached **Exhibit D, Affidavit** in and to provide acceptable identification as described in the Affidavit.

J. **Confidentiality of Thornton's Information.**

1. Thornton will provide Consultant with reports and such other data as may be available to Thornton ("Project Information") and reasonably required by Consultant to perform the Services.

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2. No Project Information shall be disclosed by Consultant to third parties without prior written consent of Thornton or pursuant to a lawful Court Order directing such disclosure.

3. All Project Information provided by Thornton to Consultant shall be returned to Thornton at the end of the Project upon Thornton's request. Consultant is otherwise authorized by Thornton to retain copies of Project Information at Consultant's expense.

K. **Ownership, Use of Work Product.**

1. All Services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, aerial photography or any other materials ("Work Product") developed for this Project by Consultant are and shall be the sole and exclusive property of Thornton. Aerial photography supplied by Thornton to Consultant shall not be utilized by Consultant for any purpose other than the Project.

2. Consultant hereby transfers any copyright, trademark, or other intellectual property rights of Work Product to Thornton. However, any reuse of Work Product by Thornton without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at Thornton's risk.

3. Consultant shall provide Thornton with a ten (10) Calendar Day written notice that it has Project Information and Work Product it intends to dispose of, during which time Thornton may take physical possession of such documents.

L. **Compliance with Patent, Trademark and Copyright Laws.**

1. Consultant warrants that all Services performed under this Agreement shall comply with all applicable patent, trademark, and copyright laws, rules, regulations, and codes of the United States. Consultant shall not utilize any protected patent, trademark, or copyright in performance of the Services unless Consultant has obtained proper permission and all releases and other necessary documents. If Consultant specifies any material, equipment, process, or procedure, which is protected, Consultant shall disclose such patents, trademarks, and copyrights in Consultant's deliverables.

2. Consultant releases, indemnifies, and holds harmless Thornton, its officers, agents, and employees from any and all claims, damages, suits, costs, expenses, liabilities, actions, or proceedings of any kind or nature whatsoever, including attorneys' fees and costs, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of Services under this Agreement which infringes upon any patent, trademark, or copyright protected by law.

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III. GENERAL CONDITIONS

A. **Indemnification.** To the fullest extent permitted by law, Consultant agrees to defend, indemnify and hold harmless Thornton, its officers, agents and employees, from and against all liability, judgments, damages or losses which arise out of, result from, or are in any manner connected with the Services to be performed under this Agreement, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Consultant, any subconsultant of Consultant, or any officer, employee or agent of Consultant, or anyone else employed directly or indirectly by any of them or anyone for whose acts any of them may be liable and will pay to Thornton any expenses incurred by reason of such liability, judgments, damages or losses, including, but not limited to, court costs and reasonable attorneys' fees incurred in defending or investigating such claims. Such payments on behalf of Thornton shall be in addition to any and all other legal remedies available to Thornton and shall not be considered Thornton's exclusive remedy.

B. **Insurance.** Consultant agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. Workers' Compensation Insurance. Workers' Compensation Insurance as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Statutory limits are required. Evidence of qualified self-insured status may be substituted.

2. Commercial General Liability Insurance **(MINIMUM LIMITS)**

a.	Each Occurrence	$1,000,000
b.	Products/Completed Operations Aggregate	$1,000,000
c.	Personal and Advertising Injury	$1,000,000
d.	General Aggregate	$2,000,000

e. This policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of:

i. Premises-operations;
ii. Products and completed operations including materials designed, furnished, and/or modified in any way by Consultant;
iii. Independent subcontractors or subconsultants;
iv. Contractual liability risk covering the indemnity obligations set forth in this Agreement; and

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v. Where applicable, liability resulting from explosion, collapse, or underground exposures. Where applicable, liability resulting from explosion, collapse, or underground exposures.

f. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

3. Professional Liability Insurance **(MINIMUM LIMITS)**

a. Each Claim $1,000,000

b. Aggregate $1,000,000

c. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

4. Automobile Liability Insurance. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars ($1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of Consultant's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.

5. Additional Insured. Consultant shall name Thornton, its officers, agents, and employees as additional insureds with respect to the commercial general liability and auto liability coverages required herein. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by Consultant's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton **prior to commencement of any Services under this Agreement**.

6. Certificates of Insurance. The initial completed Certificates of Insurance and Additional Insured Endorsements shall include Consultant's e-mail address for future inquiries and updates, and shall be sent to:

City of Thornton
Keith Griess, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326

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Subsequent Certificates of Insurance, along with the renewal Additional Insured Endorsements, indicating renewal of coverage(s) shall be sent to Thornton's Risk Management office at certificatesofinsurance@ThorntonCo.gov no later than thirty (30) days prior to the expiration date and shall indicate "Renewal COI" and the Project Number in the e-mail subject line.

Thornton further reserves the right to request and receive a certified copy of any policy and any endorsement. Consultant agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements.

7. Failure to Insure. Failure on the part of Consultant or a subconsultant to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement**, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Consultant to Thornton upon demand, or Thornton may offset the cost of such premiums against any monies due or that become due to Consultant from Thornton.

8. Other Insurance Requirements.

   a. From time to time, Thornton, by mutual agreement with Consultant, may require Consultant to obtain other insurance with varying limits against other insurable hazards relating to the Services.

   b. Consultant shall procure and maintain and shall cause any subconsultants to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

   c. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under the policies required above.

   d. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

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e. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date until at least thirty (30) days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

C. **Governmental Immunity**. The Parties understand and agree that Thornton, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, C.R.S. 24-10-101 et seq., as from time to time may be amended, or otherwise available to Thornton, its agents, officers, or employees.

D. **Independent Contractor.**

1. It is understood and agreed by and between the Parties that the status of Consultant shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical services for limited periods of time and it is not intended, nor shall it be construed, that Consultant is an employee or officer of Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.

2. Without limiting the foregoing, the Parties hereby specifically acknowledge that **Consultant** or any employee, agent or subconsultant of Consultant **is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity besides Thornton, that Consultant is not entitled to Workers' Compensation benefits from Thornton and that Consultant is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The Parties further acknowledge that the provisions of this paragraph are consistent with Consultant's insurance obligations which are set forth in this Agreement.

E. **Termination.**

1. Termination for Convenience.

a. Thornton shall have the right to terminate this Agreement at any time upon seven (7) days advance written notice to Consultant ("Notice of Termination").

b. Should Thornton terminate this Agreement for convenience, in accordance with subsection E.1.a above, Thornton shall pay Consultant for all Services previously authorized and properly completed prior to the date of termination set forth in the Notice of Termination. Consultant shall not be entitled to profit or overhead on uncompleted Services.

c. In any event, the terms and conditions of this Agreement shall survive the termination date of the Agreement and continue until the Services are complete to Thornton's satisfaction.

2. Termination for Cause. Thornton shall have the right to terminate this Agreement immediately upon notice to Consultant if Consultant has materially breached the terms of this Agreement. In such event, Thornton shall pay Consultant for all Services previously authorized and completed prior to the date of termination in compliance with the terms of this Agreement and to Thornton's satisfaction, provided that there shall be no limitation of Thornton's right to exercise any and all available legal and equitable remedies.

3. Termination for Non-Appropriation. In the event that the Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial fiscal year hereof, Thornton may terminate this Agreement without penalty as of the end of the fiscal year for which funding was appropriated and shall be released of further obligations.

F. **Venue /Law/Statute of Limitations.** This Agreement shall be governed by the laws of the State of Colorado, notwithstanding its choice of law principles. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Services asserted by Consultant against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).

G. **Notice.** Any notice or communication between Consultant and Thornton which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first class United States Mail, addressed as follows:

THORNTON:

City of Thornton
Attention: Contracts and Purchasing Director
9500 Civic Center Drive
Thornton, CO 80229-4326

CONSULTANT:

Attention:_____
_____
_____

H. **Exhibits.** All documents marked and referred to as "Exhibits" in this Agreement are incorporated by this reference and are made a part of this Agreement.

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I. **Assignment of Agreement Not Permitted.** Consultant shall not be entitled to assign, pledge, or transfer its duties and rights, in whole or in part, under this Agreement, or any Work, Services, or its rights to any payment from Thornton without the prior written consent of Thornton, which Thornton may withhold in its sole discretion. Any approved assignee of Consultant's interest in this Agreement, any Work or Services shall execute a written acknowledgement in a form satisfactory to Thornton expressly agreeing to be bound by all of its terms. No assignment shall relieve Consultant of primary liability under this Agreement. In this regard, Consultant understands that the performance of the scope of work is considered personal services under this Agreement.

J. **General Warranty**. Consultant will faithfully perform the services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform services of a similar nature as described in this Agreement.

K. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.

L. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Consultant's and subconsultant's books, documents, papers, and any other records of Consultant and subconsultants that relate to the Services. Consultant further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Consultant shall retain these records for three (3) years after termination of this Agreement.

M. **Conflict of Interest.** Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or Services of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of Thornton. Thornton, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Consultant written notice, which describes the conflict. Consultant shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to Thornton.

N. **Coordination of Services.** Consultant shall fully coordinate its Services with other consultants, contractors or other entities performing services on the Project that interfaces with or is affected in any way by Consultant's Services, and with any interested Thornton or other governmental agencies.

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O. **Non-Discrimination.** Consultant, its agents, employees, contractors, and subconsultants shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

P. **Advertising and Public Disclosures.** Consultant shall not include any reference to this Agreement or to the Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or Manager's designee(s). Any oral presentation or written materials related to Consultant's Services shall include only presentation materials, Work product, designs, renderings, and technical data that have been accepted by Thornton. Thornton shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of Thornton, including without limitation, the Mayor or member or members of City Council.

Q. **Other Project Work.** Consultant and its subsidiaries and affiliates shall not bid upon or otherwise attempt to perform any other work associated with this Project. Consultant shall require in its contracts with its subconsultants that they and their subsidiaries or affiliates shall not bid upon or otherwise attempt to perform any work associated with this Project other than the Services described in their written agreements.

R. **Time is of the Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Consultant that time is of the essence.

S. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.

T. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

U. **Joint Venture.** If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Consultant set forth in this Agreement.

V. **Taxes and Licenses.** Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the Services, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the Services. Consultant shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Consultant shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Services and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.

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W. **Severability**. In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.

X. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Consultant and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Thornton and Consultant that subconsultants and any other persons other than Thornton or Consultant receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.

Y. **Electronic Signatures and Electronic Records**. The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

Z. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute the entire Agreement and that all representations made by any officer, agent, or employee of the respective Parties unless included herein are null and void and of no effect. No alterations, amendments, changes, or modifications to this Agreement, except those that are expressly reserved herein to the Manager or Manager's designee(s), shall be valid unless they are contained in an instrument, which is executed by the Parties with the same formality as this Agreement.

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This Agreement is expressly subject to and will not become effective or binding on Thornton until it is fully approved and executed by Thornton.

APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

By: _____
_____City Attorney

CITY OF THORNTON, COLORADO:

_____
Kimberly Newhart, Finance Director

ATTEST:

_____
Kristen N. Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:

_____
Sean Saddler, PE
Contracts and Purchasing Director

ATTEST FOR FIRM SIGNATURE: (If corporation)	INSERT FIRM NAME (ALL CAPS):
_____ Signature	_____ Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

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EXHIBIT A

CONSULTANT'S GENERAL SCOPE OF SERVICES

General Project Description:

The Consultant will provide landscape architecture, urban design and irrigation design services for Thornton urban streets, parks, open space, trails and facility sites on an as-needed basis.

An exact project scope and a not-to-exceed fee, based upon prices listed in the Schedule of Charges, Exhibit "C", shall be negotiated and agreed upon, in writing, prior to Consultant beginning services on a particular project. The written cost estimate and billing invoices shall include a breakdown of personnel and equipment hours and a description of the Services.

The Consultant shall provide some or all of the Services listed below for Thornton parks, open space, urban streets, facility sites, trails engineering, planning and construction projects during the Contract period as requested by Thornton. All services shall be performed in conformance with applicable federal, state and local laws, rules and regulations.

1. Landscape architecture, urban design and irrigation design services for Thornton construction projects. Construction Observation services is an option.

2. Master Plans – landscape, parks, open space, trails, facility sites.

3. Research, graphic design and illustrations for maps, signage and graphic presentation.

4. Provide other related services as agreed to in writing by Thornton and the Consultant.

This typical Scope of Services required by the Consultant may vary per project, based on project size and available budget. The number of projects will vary annually. The following information details the standard process requirements on a typical formally designed and bid for construction project.

Consultant shall perform the Services in accordance with the specific Task Assignment Scope of Work (SOW) issued by Thornton.

For scheduled, non-expedited Services, Consultant shall prepare a Not-to-Exceed (NTE) fee proposal based on the personnel billable rates, estimated reimbursable expenses, and the requirements listed in Exhibit C Schedule of Charges for each SOS provided by Thornton. The schedule for performance of non-expedited Services for a given Task Assignment shall be as mutually agreed by the Parties and as stated in the written Task Assignment SOS.

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Services may be needed on an expedited basis due to a condition that poses a threat to public health or welfare or to mitigate a negative impact to Thornton, such as minimizing the cost of ongoing damage. For expedited Services, Thornton may issue a Purchase Order to Consultant based on a verbal SOS and/or a verbal fee estimate, provided these verbal understandings are followed up as soon as possible with written documentation, which shall be incorporated into the Agreement documents by reference. Consultant will be compensated based on actual labor hours incurred multiplied by the personnel billable rates in Exhibit C, plus approved reimbursable expenses. If Thornton and Consultant later mutually agree upon a NTE fee, the NTE fee will be incorporated into the SOS, in which case the compensation will be subject to limitation by the NTE fee. The schedule for delivery of the expedited Services to Thornton shall be as mutually agreed to by the Parties.

I. Information Available

Thornton will provide the Consultant with available information related to the Project. Information will include Thornton's standard front end documents for construction contracts, any available existing drawings, geotechnical information, aerial photographs, GIS parcel and base map data, Design Guidelines and the city of Thornton Standards and Specification for the Design and Construction of Public Improvements. Thornton does not have electronic Computer Aided Design and Drafting (CADD) files for any portions of the Project at this time. The Consultant will be responsible for verifying the information supplied by Thornton. The documentation given to the Consultant is for information only, and Thornton does not guarantee its accuracy.

II. Pre-Design Phase

A. The Consultant shall attend a Project Kickoff Meeting with Thornton staff.

B. The Consultant shall maintain a Critical Path Schedule for each project indicating critical activities, constraints, and milestones for the design duration of each Project. The Consultant shall provide a schedule and progress updates on a weekly basis. Include expected length of construction phase.

C. The Consultant shall conduct data gathering meetings, as necessary, with the Parks, Recreation and Community Programs Department, Infrastructure Department, City Development Department, and any other city departments, in order to obtain information and understand the desired outcome of the Project. The Consultant shall plan to attend three (3) meetings on average during this task.

D. It is Thornton's intent to conduct public meetings for each project during the Pre-Design Phase. Thornton will prepare and distribute notices for public meeting. The Consultant shall prepare graphic presentation materials and give a presentation to citizens as appropriate. The Consultant shall document the proceedings of the meeting and shall assist Thornton in addressing and resolving citizen concerns.

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E. The Consultant shall meet at each of the Project sites and review the existing field conditions. Subconsultants, Thornton staff and other designated representatives shall be present during this review.

F. The Consultant shall be required to contact the Utility Notification Center for utility marking, shall review Xcel Energy, United Power, CenturyLink Communications, Comcast, AT&T, irrigation companies, petroleum companies or other applicable utilities, and other private utility provider of maps, as required, to accurately depict existing utility locations, depths and points. The Consultant shall determine whether the level of accuracy thus provided is adequate; if it is not, the Consultant shall be responsible for establishing such accuracy through other appropriate means such as surveying and potholing. The Consultant is responsible to pay the cost for the first five (5) potholing locations at each site in the not–to-exceed fee. If additional pothole locations are necessary, the Consultant shall be compensated at the unit price provided in the schedule of charges for additional locations when agreed to by Thornton.

G. The Consultant shall provide the necessary field survey, using Thornton's control points, to identify existing features necessary to accurately complete the design of the Projects. All features shall be shown a minimum thirty (30) within either side of the Project areas. The Survey Work shall be performed by a licensed surveyor registered to practice surveying in the State of Colorado. The Services shall include, but not be limited to, the following:

1. Existing site improvements;
2. Landscape and topography elements including grading, fences, gates, trails, plant materials, sprinkler vaults, water features, streams, etc.;
3. Surface treatments including pavements, curb and gutter, curb ramps, driveways, steps, etc.;
4. All structures above and below ground;
5. All utilities above and below ground, including irrigation lines, poles, vaults, hydrants, cabinets, etc.;
6. Legal descriptions for all easements and ROW, including easements for Thornton-owned utilities;
7. Street addresses of adjacent building structures; and
8. All property lines and corners.

This section is not intended to require the Consultant to gain access into the rear yards of the adjacent houses or other private property. The location of improvements on private property may be approximated.

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H. The Consultant shall provide a Geotechnical Report for each Project site with the necessary number of geotechnical borings to determine soil properties and make recommendations on the design of the applicable elements including but not limited to pavement design, structure foundations, retaining structures, pipe bedding, backfill, grading, compaction and waterproofing, if applicable. If a minimum number of borings or test pits are not included in the scope of the Project, then Consultant shall be compensated at the unit price provided for borings in the Schedule of Charges.

I. The Consultant shall plan and provide any required traffic control for the survey, testing or design process for field activities which interfere with traffic operations within existing roadways, trails or parking areas. Traffic control operations will be in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) as well as American Traffic Safety Services Association's ATSSA Guide for Work Area Traffic Control. Consultant shall submit their traffic control plan(s) to Thornton and obtain the necessary permit(s).

J. The Consultant shall initiate applications for permits required and be required to contact and coordinate design, review and scheduling with any impacted governmental and non-governmental regulatory agencies and jurisdictions including, but not limited to CDOT, RTD, MHFD, Corps of Engineers, FEMA, State Engineer, EPA, irrigation ditch and oil and gas companies, if applicable. The Consultant shall initiate meetings with Thornton's Planning and Engineering Divisions to obtain applications for any necessary internal permits that may be required such as a Minor Development Permit, Floodplain Use Permit, NPDS or other if applicable.

K. The Consultant shall initiate meetings with Thornton's Building Department to obtain preliminary information of building code requirements and complete any necessary applications for permits prior to construction.

L. Based on input from Thornton, and from thorough site investigations and analyses performed independently by the Consultant, the Consultant shall prepare and submit a Pre-design Report including the following, at a minimum:

1. Description of and feasibility of proposed improvements.

2. Estimate of Probable Construction Cost for each proposed improvement. Thornton requires that a construction contingency allowance of at least ten percent (10%) of the Project construction budget be reserved and carried as a separate line item in all construction cost estimates. Should the cost estimates prepared for the Pre-Design Report exceed the currently approved budget, Consultant shall prepare a list of possible design alternates to bring the design back within budget. Thornton will either approve the incorporation of some or all of the suggestions into the next design phase and/or amend the budget prior to commencing with the next phase of design.

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3. Proposed acquisitions of Right-Of-Way (ROW) or easements necessary for each improvement investigated.

4. Preliminary land survey drawings.

5. Copy of Geotechnical Report and summary of results and recommendations for each improvement being investigated.

6. Drainage Study Report and related recommendations, if applicable.

7. Traffic Study Report and related recommendations, if applicable.

8. Recommendation of whether Project requires an Environmental Assessment or other possible finding. Should Consultant determine that any environmental studies will be required, Thornton, in consultation with the Consultant, will select and engage the services of one of Thornton's prequalified environmental consultants to provide the necessary services under Thornton's existing Environmental General Services Agreement. Consultant shall not include these services in the scope of their proposal except to the extent that Consultant will be responsible to coordinate Thornton's Environmental Consultant's scope of services, deliverables, and schedule with their own and their subconsultants' services.

9. Summary of all national and local codes and standards applicable to the Project.

10. Recommendation as to whether a CLOMR or LOMR is required.

M. The Consultant shall submit one electronic copy in .PDF and Word format and mapping after Notice to Proceed. Thornton requires a minimum fourteen (14) Calendar Days to review the documents. The Consultant shall attend a Pre-Design Review Meeting with Thornton, record comments of interested parties and distribute minutes to all attendees. The Consultant shall revise the draft Pre-Design Report and mapping to reflect the comments and submit one electronic copy in .PDF and Word format of the final Pre-Design Report documents following the Pre-Design Review Meeting.

N. Thornton will select the design improvements which shall be the basis for preliminary and final design phases prior to Consultant proceeding on the subsequent phases.

III. Preliminary Design Phase

A. The Consultant shall prepare landscape architecture, architectural and engineering designs, and produce appropriate drawings and specifications for each project to approximately the fifty percent (50%) complete stage for the selected design alternative.

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Drawings shall be 22” x 34” in size, with a plan scale of 1” = 20’ or as otherwise appropriate and acceptable to Thornton. All drawing graphics shall fit on 11” x 17” paper when reduced to half size. All graphics, including text and dimensions, shall be legible when reduced to half size. Drawing graphics or notes shall not be obscured when bound. Refer to the Final Design Phase herein for specification format requirements.

The Consultant shall perform a thorough coordination review of all drawings and specifications, including subconsultant drawings and specifications, and correct any discrepancies. The drawings shall show, at a minimum, all existing and proposed features both above and below the ground including, but not limited to, streets, highways, sidewalks, residential structures, fences, gates, utilities, signs, fixtures, pavements, plantings, trails, water, sewer and electrical services, and other utilities such as storm sewer, telephone, cable, structures, including foundation and framing plans, elevations, sections, details, schedules for architectural, structural, mechanical, electrical and any other special systems.

B. The Consultant shall expand on survey information provided in the Pre-Design Phase to provide information necessary for the design and for construction of each of the Projects. This information shall be shown on the drawings and shall include, but not be limited to, the following:

1. General: The Consultant shall fully describe the benchmark utilized for vertical control, including the specific datum or origin of the benchmark. The Consultant shall provide the specific datum of any USGS information (i.e. NAVD 88, NGVD 29 etc.). More than one control point must be used to develop the horizontal control for the Project. The control points utilized for horizontal control must be completely described to allow the points to be found by an individual who is unfamiliar with the area.

2. Piped Facilities: The Consultant shall begin the stationing for any gravity pipe system at the low end, which shall be station 0+00. The stationing shall terminate at each “invert out” and recommence with 1+00 at each “invert in” at each manhole.

3. Streets/Trails: The Consultant shall begin the stationing for streets/trails with 0+00 wherever practical. Stationing shall be Project Control Line (or Center Line) stationing with adequate offsets identified. If the Consultant utilizes a separate stationing system which is included for a line other than the Project Control Line, then the Consultant shall identify the ends of these lines by offsets from a specific set of Project Control Line stations. The Consultant shall provide adequate reference to the Project Control Line, including stationing and offsets for any grade lines which are non-parallel to the Project Control Line. Designs with a constantly varying street template are discouraged.

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C. The Consultant shall provide drawing sheets for each project which shall include, but not be limited to, the following:

1. Title Sheet or Sheets with Thornton's approval signature block, a location map, the Project name and number, issue block with dates and revision number, summary of applicable codes and standards, Drawing Index, sheet number block, space for professional stamp, name, street address, phone, fax, and email address of Consultant and all subconsultants.

2. Plan views, including, but not limited to:

    a. Survey control drawings;
    b. Erosion control plans;
    c. Demolition;
    d. Earthwork;
    e. Overall site improvements with project limits;
    f. Landscaping plan, including layouts of hardscape, location of improvements and schedule of plant material;
    g. Irrigation plan, along with proposed details and service connections, including:
        i. Mainline and sprinkler head layout;
        ii. Scheduling information confirming the ability of the system to operate in accordance with Thornton's Design Guidelines and Standards and Specifications; and
        iii. Nozzling and zone run times.
    h. Bridges, retaining walls, guard rails or other;
    i. Pavilions or shade structures;
    j. Culverts and drainage locations;
    k. Lighting and photometric plans, if applicable;
    l.. Phasing plan;
    m. Staging area plan; and
    n. Site access restriction plan.

3. Profiles, including but not limited to:

    a. Trail profile along centerline stationing; and
    b. Culvert and drainage profiles.

4. Typical Sections:

    a. Concrete; and
    b. Excavations.

5. Typical Details:

    a. Bridge abutments;

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b. Paving;
c. Excavation and backfill;
d. Drainage inlets and outlets;
e. Signage;
f. Pavilions or shade structures;
g. Site furnishings;
h. Planting and Irrigation;
i. Signage;
j. Lighting; and
k. Trails.

6. Elevations including bridges.

7. Traffic Control Plan, if applicable.

8. Lighting and power plan including photometric as developed in coordination with Xcel Energy, United Power, or other, if applicable.

9. Schedules

The Consultant shall prepare preliminary Technical Specifications for each project to describe the elements of work proposed. In general, the Technical Specifications will be as detailed as possible for all work to be performed. All Technical Specifications shall be coordinated with Thornton's General and Special Conditions and shall not repeat or conflict with any information contained in the General and Special Conditions or other standard Thornton front end contract documents.

The Technical Specifications shall not make any generalized blanket references to City of Thornton Standards and Specifications, to CDOT Standard Specifications for Road and Bridge Construction, or to other national standards. If any sections of these standards and specifications are to be included by reference, the Project Technical Specifications shall cite specific chapters and/or paragraphs of the reference standards.

The City of Thornton Standards and Specifications are intended to be the minimum standards acceptable on private development projects and do not necessarily represent the technical requirements Thornton wishes to achieve on a particular Thornton project. Obtain approval in writing from Thornton prior to citing these reference standards and specifications. Performance specifications shall only be used with the prior written approval of Thornton.

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The Technical Specifications must be prepared without section breaks (use page breaks at the end of each section) and the page numbering shall be sequential and located in the footer at the bottom center of the page. The Consultant shall prepare a Technical Specification Index/Table of Contents. Refer to Final Design Phase for additional format requirements for technical specifications.

For projects which utilize a unit price contract for construction, the Consultant shall include information on the method for measurement and payment for work performed under each section of the Technical Specifications. The measurement for payment for each item shall be coordinated with other referenced specification standards, such as CDOT specifications. The Consultant's drawings and specifications regarding measurement for payment shall be coordinated with Thornton standards for certain measurement and payment methods contained in Thornton's Special Conditions. The Consultant shall, at a minimum, coordinate the following sections:

1. Clear and Grub;
2. Earthwork;
3. Soil Amendment;
4. Landscape;
5. Subgrade preparation;
6. Asphalt and/or concrete paving;
7. Site Furniture, Signage and Amenities;
8. Irrigation; and
9. Potholing.

The Consultant shall read and be familiar with Thornton's standard construction contract language regarding the Schedule of Contract Items and Prices and Special and General Conditions regarding measurement and payment. The Consultant and Thornton shall determine which pay items shall be paid at the Plan Quantity and which pay items shall have an estimated quantity designated as possible varying more than plus or minus twenty-five percent (25%) from the stated quantity.

D. The Consultant shall attend on-site progress meetings with Thornton staff to exchange and share information during preparation of the preliminary documents. The Consultant shall document the proceedings of the meeting and route to meeting attendees within two (2) Calendar Days of the meeting.

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E. It is Thornton's intent to conduct public meetings for each project during the Preliminary Phase. Thornton will prepare and distribute notices for public meeting. The Consultant shall prepare graphic presentation materials and give a presentation to citizens as appropriate. The Consultant shall document the proceedings of the meeting and shall assist Thornton in addressing and resolving citizen concerns.

F. The Consultant shall comply with the International Building Code (IBC), Mile High Flood District (MHFD), Americans With Disabilities Act (ADA), American National Standards Institute, Inc. (ANSI), American Association of State Highway Transportation Officials (AASHTO) and all other nationally adopted design standards, as well as other standards and city Design Guidelines adopted by Thornton, in designing each element of the Project.

G. Should Thornton or the Consultant determine that a field evaluation of the selected site for the presence of wetlands is necessary, Thornton, in consultation with the Consultant, will select and engage the services of one of Thornton's prequalified environmental consultants to provide the necessary services under Thornton's existing Environmental General Services Agreement. Consultant shall not include these services in the scope of their proposal except to the extent that Consultant will be responsible to coordinate Thornton's Environmental Consultant's Scope of Services, deliverables, and schedule with their own and their subconsultants' services. The Environmental Consultant shall determine and map the boundaries and size of all wetlands that may be affected by the Project work. The Environmental Consultant shall prepare and submit a wetlands findings and\or report and 404 permit applications.

H. The Consultant shall prepare an updated Estimate of Probable Construction Cost for each of the Projects. The estimate shall be based on a work breakdown structure describing finite elements of the work and unit prices applicable to each element. The work breakdown structure shall include items for mobilization and Project closeout. Thornton requires that a construction contingency allowance of at least ten percent (10%) of the Project construction budget be reserved and carried as a separate line item in all cost estimates. For projects that are to use the unit price method of measurement and payment, the Consultant shall prepare measurement and payment specifications for each item proposed. Should the cost estimate exceed the currently approved budget, Consultant shall prepare a list of possible Value Engineering (VE) alternates to bring the design back within budget. Thornton will either approve the inclusion of VE suggestions and/or amend the budget prior to commencing with the next phase of design.

I. The Consultant shall prepare and submit information to be incorporated with Thornton's standard construction contract documents, including at a minimum the following:

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1. A brief description (one paragraph) of each of the Projects that adequately depicts the work to be completed, which will be used in the Solicitation for Bids of Thornton's Standard Contract Documents.

2. An estimate of the number of consecutive Calendar Days that will be required for completion of construction of the Projects, which will be included in the Contract of Thornton's standard construction contract documents. The estimate shall take into account average weather conditions for the time of the year in which construction is anticipated to take place, as well as any other limitations on the work by the contractor, such as planting windows, seasonal water flows and school schedules. The estimate shall consider any intermediate milestones and construction phasing that may be necessary to complete the construction.

3. A summary of recommended modifications to the Special Conditions section of Thornton's standard construction contract documents for each project. The Special Conditions are used to modify the standard General Conditions to fit the specifics of each project. The General Conditions will not be edited. The summary shall include, at a minimum, the type of schedule to be provided by the contractor (whether critical path method (CPM) or Gant), a list of other outside contractors and/or agencies the contractor will be required to coordinate with, any special insurance requirements, language for unique conditions such as assignment of prepurchased materials or equipment to the general contractor, a calculation for recommended Liquidated Damages to be imposed if the general contractor should fail to complete the Project within the specified contract time, bid item descriptions including measurement and payment information and an estimate of the time required for the review of shop drawings and submittals.

4. A "Schedule of Contract Items and Prices" for each project using Thornton’s standard format. This schedule shall contain blank areas where the bidder will fill in the amount of the bid for each recommended item. A mobilization and close out item is mandatory for all bid schedules. Do not include the Project contingency line from the estimate in the Schedule of Contract Items and Prices. Unless otherwise directed by Thornton, for building projects the schedule shall include a lump sum price for the base bid, and separate lump sum prices for any additive or deductive alternates that are included in the Project.

5. A technical specification section on submittal requirements, which coordinates with and is consistent with Thornton’s Special and General Condition sections on Submittals, and which includes a thorough and complete Project Submittal Log.

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The Submittal Log shall list all submittals for the Project, including, but not limited to all Shop Drawing, Samples, Materials Certificates and Equipment that are required by the Technical Specifications to be submitted for review and approval by either Thornton and/or the Engineer. The Submittal Log shall indicate the timeframe required for Thornton's and/or the Engineer's review of each individual Submittal. The Submittal Log shall include blank columns for the contractor's future use to indicate the submittal processing dates, review and approval status and comments.

J. The Consultant shall complete the Preliminary Design Phase of services and submit one electronic set of preliminary drawings in PDF and Word format, specifications and Estimate of Probable Construction Cost within a time frame to be negotiated for each Scope of Work following the Pre-Design Report Review Meeting. Thornton will require a minimum of fourteen (14) Calendar Days to review the submitted information. The Consultant shall attend a Field Inspection Review (FIR) Meeting and record comments of all interested parties. The Consultant shall be responsible for documenting all decisions reached during the meeting and for preparing and submitting the meeting minutes to all attendees within seven (7) Calendar Days following the meeting.

IV. Final Design Phase

A. Based on comments received at the FIR Meeting, the Consultant shall prepare Pre-Final and Final drawings and specifications in Thornton's required format.

B. The Consultant shall attend on-site progress meetings during the Final Design Phase to discuss previously undiscovered conditions or concerns arising during final design. The Consultant shall document the proceedings of the meeting and route to meeting attendees within two (2) business days of the meeting.

C. During the Final Design Phase and when Thornton and the Consultant believe the documents are sufficiently complete for each Project, the Consultant shall submit design documents to Thornton's Building and Engineering Departments for review, as necessary. Consultant shall respond to review comments and shall make revisions as necessary to obtain approval for the design in order to have a permit ready to issue to the contractor immediately after hire. These revisions shall be coordinated with Thornton's project representative(s) and all subconsultants to assure all documents are coordinated among all design disciplines, to assure the revisions do not negatively impact efficient functioning of the Project, and to assure code compliance is achieved. All comments submitted by the Building or Engineering Department must be adequately addressed and a building or other permit approved prior to bidding of Contract Documents.

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D. The Consultant shall identify and utilize an individual or individuals to perform an independent quality control check of the drawings and specifications to assure the documents are clear and complete and to assure functional coordination of the varied systems and components of the construction documents. This individual shall not have had a role in the development of the construction documents. The quality control check shall include checking dimensions, sizes, detail, section and elevation references, coordination between the Consultant and subconsultant's drawings, compatibility of materials, references within technical specifications to other sections and to drawings, and constructability. Consultant shall submit the comments from the independent quality control check to Thornton. Thornton may engage independent consultants to perform a separate peer review. Consultant shall supply all necessary calculations, analyses, and other documents and cooperate fully with any such independent peer review.

E. The Consultant shall obtain and prepare the application for a National Pollutant Discharge Elimination System (NPDES) permit for each project as necessary.

F. The Consultant shall insure that all applications for permits and reviews of other governmental and non-governmental agencies have been completed and approved prior to the delivery of contract documents. Permit applications required by Thornton's Planning and Engineering Divisions such as a Building Permit, or other shall be completed. All permits required for the Project shall be obtained prior to the anticipated construction phase of the Project.

G. The Consultant shall prepare an updated Estimate of Probable Construction Cost for each Project just prior to submitting the Pre-Final documents (approximately 95% complete design). The estimate shall be based on a work breakdown structure describing finite elements of the work and unit prices applicable to each element. The work breakdown structure shall include items for mobilization and Project closeout. Thornton requires that a construction contingency allowance of at least ten percent (10%) of the Project construction budget be reserved and carried as a separate line item in all cost estimates. Should the Pre-Final Estimate of Probable Costs exceed Thornton's currently approved budget, the Consultant shall be required to revise the design to come within Thornton's budget at no cost to Thornton. Thornton may contract with an independent third party to provide assistance in cost estimating and value engineering. Thornton may request that the independent third party estimator assist with development of design alternatives required to bring the Project back within budget. Should Thornton engage the services of a third party cost estimator, the Consultant shall cooperate with and participate in the independent third party cost estimating and design alternatives evaluation. The Consultant shall make changes to the design documents at no cost to Thornton resulting from this effort.

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H. The Consultant shall complete the Pre-Final Design documents (approximately 95% design completion) and submit one electronic set in .pdf and Word format of Pre-Final drawings for each project, specifications and revised Pre-Final Estimate of Probable Construction Cost within a time frame to be negotiated for each Scope of Work following the FIR Meeting. Thornton will require a minimum of fourteen (14) Calendar Days to review the documents. The Consultant shall attend a Final Office Review (FOR) Meeting to receive comments on the Pre-Final documents from all interested parties. The Consultant shall be responsible for documenting all comments and decisions reached during the meeting and preparing and submitting the minutes of the meeting.

I. The Consultant's Pre-Final and Final Contract Documents shall provide drawing sheets which shall include, but not be limited to, the following:

1. Title Sheet with Thornton's approval signature block, a location map, the Project name and number, issue block with dates and revision number, summary of applicable codes and standards, Drawing Index, sheet number block, space for professional stamp, name, street address, phone, fax and email address of Consultant and all subconsultants.

2. Table of Estimated Quantities, with notation of items which will be paid at Plan Quantity and items which may vary by more than plus or minus twenty-five percent (25%) of estimate.

3. Dimensioned construction drawings for all required disciplines which may include, but not necessarily be limited to, ROW plans, demolition plans, staging plans, traffic control, erosion control, grading, drainage, roads, trails, utilities, grading, paving, landscape, irrigation, site furnishings, site signage, any structural, architectural, mechanical, electrical, plumbing, access control with notes, profiles, sections, elevations, schedules and details as required to detail the work sufficiently to allow for the complete construction of the Project. Drawings shall include square footage amounts of irrigated sod, planting beds and native area, plus linear feet and type of new and existing sidewalk and trails within the limits of each Project.

J. The Consultant shall comply with the IBC, ADA, AASHTO and all other nationally adopted design standards, as well as other standards adopted by Thornton, in designing each element of the Project.

K. The Consultant shall make document revisions noted and agreed upon at the FOR Meeting following the FOR Meeting. Revisions may include denoting work elements as bid alternatives and revising the bidding form and Alternates specification section if, in Thornton's sole opinion, the cost estimates are not consistent with the budgeted level of funding and the value engineering efforts have not sufficiently reduced the cost estimate to align

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with the budget. If, in Thornton's sole opinion, the Final documents submitted by the Consultant do not adequately respond to the FOR comments, the Consultant shall revise and reissue the Final documents at no additional cost to Thornton until all comments are resolved to Thornton's satisfaction.

L. When Thornton determines that the Final Contract Documents are acceptable and have been approved by the Planning and Engineering Departments (if applicable) and are ready for bidding, the Consultant shall submit the following to Thornton for each project:

1. Technical Specifications: Submit Technical Specifications in Microsoft Word format, either emailed to Contract Administrator or on a CD, prepared using the following format:

    a. 8½" x 11", 11.5 pt. Arial font, single line spacing;
    b. Margins: Left 1.0", right 1.0", top 1.0", bottom 1.0", footer 0.5", no headers;
    c. Index/Table of Content of Technical Specifications with no page numbers indicated;
    d. No section breaks, use page breaks between spec sections;
    e. Section titles in all caps, bold, 14 pt. Arial, centered on page at top of each new specification section;
    f. Entire set of specification pages numbered sequentially beginning with Page 1 of x; and
    g. Footer name with file path name left justified, page number centered, 8pt. font, and section title right justified.

2. Permit Documents: After Thornton incorporates the Technical Specifications into the Project Manual, obtain the electronic document from Thornton and submit one set of Project Manual and drawings, wet stamped with original signature of the landscape architect and engineer of record, for submission for permit. Issue block on these drawings and on cover page of Project Manual shall say "Issued for Permit" and indicate date.

3. Bid Documents: Thornton will prepare the Project Manual for bidding. The Project Manual for bidding will not be stamped by the Consultant. The cover page on the Project Manual shall say "Issued for Bidding" with date.

    Consultant shall submit one (1) set of electronic drawings in .PDF and Word format of reproducible drawings (not stamped) for bidding documents. Issue block shall say "Issued for Bidding" and date.

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Consultant shall submit final Estimate of Probable Construction Cost. Thornton requires that ten percent (10%) of the estimate be available in the overall budget for a construction contingency, for unforeseen changes during the construction of the Project.

The Consultant shall submit an updated Project Schedule indicating: Milestones, Activities, Duration, and Critical Path Activities. Using the schedule, determine the number of consecutive Calendar Days that will be required for completion of construction of the Project. The schedule shall take into account average weather conditions for the time of year in which construction is anticipated to take place.

V. Bid Phase

A. The Consultant shall attend a Pre-Bid Conference and shall provide assistance to Thornton in responding to inquiries by the prospective bidders during the bidding period.

B. The Consultant shall prepare all necessary corrections and additional information based on prospective bidder inquiries, and shall assist Thornton with preparation of addenda in response to such inquires. All answers to questions shall be coordinated with Thornton and issued by Thornton. Consultant shall not respond directly to any prospective bidder or subcontractor during the bid phase. Thornton will issue all addenda.

C. The Consultant shall assist Thornton in the review of bids received and the qualification of bidders as deemed appropriate by Thornton.

D. If more than one hundred eighty (180) Calendar Days have elapsed between the date of the Consultant's most recent Estimate of Probable Construction Cost and the date of the bid submission, the Estimate of Probable Construction Cost total shall be adjusted for inflation based on the Engineering News Record Construction Cost Index for Denver. The adjusted estimate shall be used as the basis for evaluating the bids and the Project budget.

E. Should the lowest responsive and responsible bid exceed the Consultant's Estimate of Probable Construction Cost, the Consultant shall prepare revised contract documents as required and shall assist in the re-bidding phase, all at no additional cost to Thornton. Should Thornton choose to award the Project, the Consultant shall cooperate with the selected general contractor and assist in preparation of Proposal Requests as directed by Thornton to reduce the Project cost to within budget, all at no additional cost to Thornton.

F. At the end of the Bid Phase, the Consultant shall make final corrections to each set of contract documents based on addenda issued during the bid phase. Drawing revisions shall be indicated by encircling changes with "clouds" and including a delta indicating the addendum number. All addenda

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dates and delta numbers shall also be indicated in the revision block on each sheet. Project Manual revisions shall be denoted by striking through deleted text and italicizing added text with the addendum number noted in parentheses immediately following each text revision. The Project Manual index shall indicate those sections that contain revisions by placing an asterisk next to the section number in the index. The Consultant shall provide revised engineer or architect stamped reproducible and electronic documents to Thornton following the opening of the bids. Issue Block shall say "For Construction" and shall be dated as of the General Contractor's date of Notice of Award. The Consultant shall be required to have any changes that may impact the Project permits be reviewed and approved by those agencies or jurisdictions, including the Thornton Building Department and others, prior to the issuance of the Construction documents. Thornton will issue the "For Construction" documents to the successful general contractor for use during the construction phase. Consultant shall be responsible for the cost of printing and distributing "For Construction" documents to themselves and their subconsultants.

VI. Construction Phase

A. Construction is anticipated to commence following the delivery of the construction-ready set of documents. The Consultant shall attend the Pre-Construction Meeting for each Project site and provide assistance to Thornton in responding to inquiries by the contractor during the Pre-Construction Meeting.

B. The Consultant and their subconsultants shall attend periodic on-site meetings for each project with the contractor and Thornton. The Consultant shall submit a report for all field observations performed while on-site to assure themselves and Thornton that the work is proceeding in accordance with the intent of the contract documents. Thornton's Construction Coordinator shall oversee daily construction operations. Notwithstanding the foregoing and as determined by Thornton, the Consultant's Engineer shall be required to inspect structural Work, including, but not limited to, any foundations and steel structures, and provide a letter to the permitting agency and Thornton certifying that the Work was constructed substantially in accordance with the design intent.

C. The Consultant shall periodically update the electronic documents to reflect As-Built information throughout the construction phase, as a minimum at the completion of each trades work, to keep the electronic documents current. The As-Built information shall be confirmed with the contractor and Thornton's Construction Coordinator before the revisions are finalized.

D. The Consultant shall review the contractor's proposed submittal schedule and comment on submittal review times proposed. The Consultant and contractor shall negotiate until mutually acceptable review times are

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established for each submittal. The Consultant shall complete submittal review within the agreed upon allotted time so as to not delay the construction.

E. The Consultant shall promptly respond to requests for information issued by Thornton, the contractor, subcontractors, testing agencies, commissioning agent, building department or other entities so as not to delay construction.

F. The Consultant shall issue "Supplemental Instructions" to Thornton or their designated representative when an ambiguous condition requiring clarification is discovered in the Contact Documents. The Consultant shall prepare documents providing clarification and/or correcting errors or omissions in the Contract Documents at no charge to Thornton. Consultant shall prepare a Proposal Request to issue to the contractor when such items may have a cost or schedule impact.

G. The Consultant shall provide Change Order consultation as it relates to Change Order Requests submitted by the contractor, including but not limited to review of Change Order requests for impacts on schedule, quality, constructability, aesthetics, functionality and proposed change order pricing. Change Order consultation may also be necessary for discretionary changes requested by Thornton; however, such consultation is not included in the not-to-exceed fee for a given Scope of Work. Compensation for discretionary Change Order consultation shall be made on a time and expense basis at the rates specified in the Schedule of Charges included in the Professional Service Agreement.

VII. Construction Management Option

A. Thornton may exercise an option to contract with the Consultant to provide visual observation and/or construction management services during construction. The Consultant will provide services outlined below from award of a Construction Contract until expiration of the one-year warranty period and Thornton's Final Acceptance of the Project.

B. Develop a project construction schedule in a "critical path method" format acceptable to Thornton that incorporates the contractor's accepted schedule of Work. Include in the Project construction schedule allowance for Thornton's occupancy requirements.

C. Recommend necessary or desirable changes in the Contract Documents to Thornton. Review requests for changes and negotiate proposed changes with the contractor for Thornton's approval. Investigate any requests by the contractor for changes to the Contract. Make specific recommendations to Thornton as to the approval or denial of any Change Orders or change order requests. Generate all supporting documentation for Thornton relating to Change Orders or change order requests.

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D. Provide written direction to Thornton regarding the interpretation of Drawings and/or Specifications as requested. Maintain written records of all such directions for inspection by Thornton.

E. Receive from the contractor all shop drawings and submittals required in the Contract Documents. Evaluate all such submittals and approve. Upon approval, issue written acceptance of the submittals to Thornton. Maintain written records of the status and disposition of all submittals.

VIII. Closeout Phase

A. When the contractor applies for "Substantial Completion", the Consultant, in consultation with Thornton's representative(s), shall perform a walk-through of the Project to review and add to the contractor's punch list. The Consultant shall monitor the contractor's progress on the punch list and recommend to Thornton when all items are satisfactorily completed and "Initial Acceptance" may be granted.

B. Within thirty (30) Calendar Days after Initial Acceptance the Consultant will be required to provide the following information electronically and on a non-rewritable compact disc (CD-ROM) for each Project.

1. Pre-Design Report, FIR and FOR Report and review comments, Public Meeting Minutes and Project Schedules and Costs in Word format on a non-rewritable CD.

2. The Consultant shall prepare and submit As-Built documents. The issue block on the drawings shall say "As-Built" and indicate the date which shall be the date of Initial Acceptance. The As-Built Project Manual shall indicate "As-Built" and the Initial Acceptance date on the cover page.

    a. As-Built electronic drawing files shall be in a vector format compatible with the AutoCAD version currently in use by Thornton. Provide both .DWG and .PDF formats on CD.
    b. The Project Manual shall be submitted as electronic files and on CD. Submit electronic files in a Microsoft Word file compatible with the version currently in use by Thornton and as a .PDF file.

IX. Warranty Phase

A. The Consultant shall assist Thornton in resolving warranty repairs during the warranty period.

B. The Consultant shall participate in a walk-through of the Project near the end of the Warranty Phase and prepare a final punch list of items needing correction. The Consultant shall review progress made by the contractor on the Warranty Phase punch list and recommend when the work is completed satisfactorily and the Project is ready for Final Acceptance.

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X. Project Schedule

Project Schedules will vary depending on the Project. The Consultant shall maintain a Critical Path Schedule for each project indicating critical activities, constraints and milestones for the design duration of the Project. The Consultant shall provide a schedule and progress updates on a weekly basis. Expected length of the construction phase should be included. A general guideline for scheduling of Thornton projects is shown below.

All deliverables, meetings, and review times shall be as follows:

Notice to Proceed – date to be determined.

Pre-Design Phase

- Attend Project Kick-Off Meeting to review all project scopes – date to be determined.
- Attend data gathering meetings – dates to be determined.
- Attend field conditions walk through – date to be determined.
- Attend one (1) Public Meeting per project site, if applicable – date to be determined.
- Submit Pre-Design documents after Notice to Proceed.
- Attend Pre-Design Review Meeting after Notice to Proceed (Thornton requires fourteen (14) Calendar Days to review submittal).

Preliminary Design Phase

- Attend Progress Meetings – dates to be determined.
- Attend one (1) Public Meeting per project site if applicable – date to be determined.
- Submit Preliminary Design documents within TBD Calendar Days after Notice to Proceed. Number of days to be determined.
- Attend Field Inspection Review (FIR) Meeting within TBD Calendar Days after Notice to Proceed. Number of days to be determined.
- Submit Preliminary Design meeting minutes within seven (7) Calendar Days after Preliminary Final Office Review (FOR) Meeting.

Final Design Phase

- Attend Progress Meetings – dates to be determined.
- Submit Pre-Final Design documents after Notice to Proceed. Number of days to be determined.
- Attend Final Office Review (FOR) Meeting within TBD Calendar Days after Notice to Proceed. Number of days to be determined.
- Submit Final Design including signed engineered documents after Final Office Review (FOR) meeting.

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Bid Phase

- Attend Pre-Bid Conference – date to be determined.
- Revise documents as required to meet budget – submission date to be determined.
- Prepare Addenda for Thornton's review – dates to be determined.
- Prepare "For Construction" Contract Documents incorporating all addenda items – deadline to be determined and to correspond to date of Notice of Award for the construction contractor.

Construction Phase

- Attend Pre-Construction Meeting – date to be determined and to correspond to date of Notice to Proceed for the construction contractor.
- Provide periodic field observations – dates to be determined.
- Attend construction meetings on-site – dates to be determined.
- Provide Engineer certification of foundations and steel structures.

Closeout Phase

- Attend punch list walk-through – date to be determined.
- Monitor punch list progress – dates to be determined.
- Review contractor submitted closeout documents – date to be determined.
- Submit As-Built documents – within fourteen (14) Calendar Days following issuance of Initial Acceptance to construction contractor.

Warranty Phase

- Assist Thornton with obtaining warranty repairs as needed – dates to be determined.
- Attend warranty punch list walk-through – date to be determined.

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EXHIBIT B
CONSULTANT'S PERSONNEL AND SUBCONSULTANTS LISTING

NAME:	TITLE/RESPONSIBILITY:

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EXHIBIT C
SCHEDULE OF CHARGES

Job Title (Coordinate with Exhibit B)	Billable Hourly Rate $/Hour

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REIMBURSABLE EXPENSES:

Reimbursable expenses include, but are not necessarily limited to, copying, printing, postage, local mileage, out-of-town travel and living expenses, courier expenses, owned or rented equipment costs, subconsultant costs, and subcontractor costs, if any.

All categories of reimbursable expenses for which Consultant will expect compensation are listed below. Categories of expenses not listed shall not be reimbursed separately and shall be considered to be included in Consultant's personnel billable hourly rates, or if a NTE amount was converted to a lump sum fee, to be included in the lump sum fee.

Listed expenses incurred by Consultant from outside vendors such as printers, courier services, rental equipment, subconsultants, or subcontractors will be reimbursed at cost without further mark up. Consultant's management of outside subconsultants and or subcontractors will be reimbursed at the Billable Hourly Rates for Consultant's personnel involved in the management and not through a percent fee mark up. Detailed documentation (vendor invoices) must be supplied for an outside expense to be eligible for reimbursement.

Expenses incurred by Consultant from in-house operations, such as in-house printing, copying, Consultant owned equipment, etc., will be reimbursed at the rates indicated below. Detailed unit prices for all in-house expenses for which Consultant will expect compensation are listed below. Vehicle mileage in connection with the performance of the Services will be reimbursed at the rate currently allowable under IRS rules for passenger vehicles, and at rates herein defined for specialty vehicles, such as survey trucks.

REIMBURSABLE EXPENSE CATEGORIES AND RATES:

In-house Expense Category	UOM	Rate
Passenger Vehicle	**Mile**	**IRS**
Copying __" x __" BW		
Copying __" x __" Color		
Printing __" x __" BW		
Printing __" x __" Color		
_____ Equipment		

Outside Expense Category	UOM	Rate
Postage	**LS**	**Cost**
Courier	**LS**	**Cost**
Subconsultants	**LS**	**Cost**
Subcontractors	**LS**	**Cost**
Rental Equipment	**LS**	**Cost**

Use additional sheet if necessary

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EXHIBIT D
AFFIDAVIT

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

___ I am a United States citizen, **OR**

___ I am a Permanent Resident of the United States, **OR**

___ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I will be performing Services under a public contract, which is a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

_____ _____
Signature Date

I, _____, City of Thornton employee, observed the identification supplied by the above named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

___ Colorado Driver's License or state issued identification card.

___ United States Military or Military Dependent's Card.

___ Merchant Mariner Card.

___ Native American Tribal Document.

___ Valid Driver's License or state issued identification card bearing applicant's photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): Alabama, Arizona, Arkansas, California, Connecticut,

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Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia, and Wyoming.

___ Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

___ Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.

___ Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid Immigration documents are as follows:

- Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa.
- Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date.
- "I-94" with refugee or asylum status.
- Unexpired "Resident Alien" card, "Permanent Resident" card, "Temporary Resident" card, or "Employment Authorization" card.

_____ _____

Signature Date

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VIII. EXHIBIT 3

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 Services for the Landscape Architecture Services, Project No. 319-20 (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