

GENERAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2022, by and between the City of Thornton, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and _____ (the "Service Provider"). Thornton and Service Provider hereafter may be referred to collectively as, the "Parties" or individually as the "Party."

I. RECITALS

- A. Thornton has determined that over the term of this Agreement, from time to time, the need will exist for the provisioning of certain Work in connection with **Event Lighting, Sound, and Electrical Services, Project No. 115-22** (the Project); and
- B. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the required Work for the Project.
- C. In consideration of the covenants and promises contained in this Agreement and Recitals incorporated herein, which their sufficiency is acknowledged by Service Provider and Thornton, the Parties agree as follows:

II. TERMS AND CONDITIONS

- A. **General Description of Work.** Service Provider shall supply Event Lighting, Sound and temporary electrical services for Thornton's festivals and events.
- B. **Service Provider Responsibilities, Scope of Services/Work.** Service Provider will furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the work described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Work" the "Work" or "Services."
- C. **Commencement Date, Term.**
 - 1. This Agreement shall commence on the date as indicated above and terminate on Date or **December 31, 2027**, unless earlier terminated by Thornton pursuant to the terms of this Agreement.
 - 2. Notwithstanding the foregoing, if Notice to Proceed for Work has been issued by Thornton to Service Provider and the Work will not be completed as of the Agreement termination date, and if Thornton desires Service Provider to complete the Work, the terms and conditions of this Agreement shall survive the termination date of the Agreement and continue until the Work is completed to Thornton's satisfaction.

D. **Contract Documents.**

1. The following documents, which includes any exhibit and attachment listed, contained or referenced in the contract documents, by this reference, are incorporated, verbatim, and will hereafter be, the Agreement:
 - a. Approved Amendments to this Agreement; and
 - b. This General Service Agreement (together with Exhibits).
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 D.1.
3. Service Provider may need additional documents to perform the required Work, or to clarify certain aspects of the Work, that are not listed in Section D.1 above. Such documents, unless specifically identified as such, are not contract documents. These documents, by way of example include, but are not limited to:
 - a. The Request for Proposals (including Addenda);
 - b. The Service Provider's response to the Request for Proposals;
 - c. Other Thornton policies and procedures as applicable.

E. **Personnel**

1. Service Provider shall perform the Work with the employees, subcontractors, agents and all other persons ("Personnel") identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.
2. Service Provider shall employ competent Personnel at all times during the performance of the Work. Service Provider shall be responsible for acts and omissions of its Personnel working for Service Provider. Service Provider shall enforce strict discipline and good order among its Personnel performing the Work.
3. Service Provider shall have a person in charge that can read, write and speak English fluently. The person in charge shall represent Service Provider and communications given to the person in charge shall be as binding as if given to Service Provider. Important communications will be confirmed in writing. Other communications shall be similarly confirmed on written request.
4. Thornton, at any time, may revoke its approval of any person who is not performing in a manner satisfactory to Thornton, and Service Provider shall remove the objectionable person from the Work and replace them with someone acceptable to Thornton.

F. **Compensation.**

1. **Remuneration.** Thornton agrees to pay Service Provider for the satisfactory progression and completion of the Work:
 - a. The agreed upon unit prices as set forth in Service Provider's proposal ("Unit Pricing"); or
 - b. The billable hourly rates set forth in the attached **Exhibit C**, Schedule of Charges ("Billable Hourly Rates").

Notwithstanding which prescribed payment method is used, Thornton, in its reasonable discretion, may select one (1) or a combination of the aforementioned payment methods to compensate Service Provider. Likewise, the Parties by written amendment may convert from one (1) approved payment method to another under this Agreement. Service Provider further understands any compensation received from Thornton is subject to a "NTE" amount as provided for in **Exhibit C**.

2. **Purchase Order Required.** No Work shall be performed without a Purchase Order from Thornton issued to the Service Provider.

3. **Invoicing.**

- a. Unless directed otherwise by Thornton's representative, Service Provider shall submit and send a detailed invoice in .pdf format to ap.invoices@ThorntonCo.gov.
- b. **Due Date.** Compensation shall be due and payable thirty (30) calendar days after date of receipt by Thornton of a complete and correct invoice.
- c. **Billable Rate.** Payments to Service Provider based on billable rates and eligible reimbursable expenses shall include billable breakdowns for all Personnel and shall show an itemization of other charges.
- d. **Required Invoice Information.** Each invoice shall reference your assigned Purchase Order Number. Invoices shall also include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries.

4. **Billable Rate Changes.**

- a. The billable rates shall remain fixed through the initial term, December 31, 2023, at a minimum. Service Provider may request an increase to the Billable Rate after the initial term and any subsequent Term

provided Service Provider gives Thornton written notice a minimum of sixty (60) calendar days before the upcoming term.

- b. Under no circumstances shall any billable rate increase exceed the inflation rate based on the Denver-Aurora-Lakewood Consumer Price Index and published by the Bureau of Labor Statistics or as agreed to in writing by Thornton. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by the Parties.

G. Changes to Service Provider's Scope of Work.

1. A change in the Service Provider's Scope of Work shall constitute any change or amendment of Work, which is different from or additional to Service Provider's Scope of Work as defined in **Exhibit A** of this Agreement.
2. Minor Changes. A minor change a minor operational adjustment to the Scope of Services that does not add new Services or remove existing Services, and does not materially or adversely affect the original Work as set forth in the Scope of Services or the billable/unit rates paid to Service Provider ("Minor Change"). Minor Changes may include, but are not limited to, adjusting schedules, times, and locations of Work. Only Thornton's City Manager ("Manager") or Manager's designee(s) shall have the authority to approve Minor Changes to the original Scope of Work or any related Work thereunder. All Minor Changes shall be made in writing and signed by the authorized representatives of both Parties.
3. No change to the Scope of Work, other than a Minor Change, and including any requested changes to contractually established billable/unit rates, shall be effective or paid unless authorized by a written Amendment executed by Thornton's Manager or Manager's designee(s) with the same formality as this Agreement.
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 Scope of Work or the terms of this Agreement.
5. If Service Provider proceeds without such written authorization, then Service Provider 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 agreement.

H. Compliance with All Laws and Regulations.

1. All of the Work performed under this Agreement by Service Provider 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.

2. The Service Provider'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 Work shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.
3. Worker Status. Pursuant to Colorado law, a Service Provider whose performance of Work involves provision of a service and not provision of a specific end product shall by signature and attestation below certify and agree to the following:
 - a. Service Provider, as of the date of this Agreement or order, does not and shall not knowingly employ or contract with a worker without authorization, who will perform Work under this Agreement.
 - b. Service Provider shall participate in either the Employment Verification Program (E-Verify Program) created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to C.R.S. §§ 8-17.5-102(5)(c) in order to confirm the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement.
 - c. Service Provider has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or the Department Program.
 - d. Service Provider shall not enter into a contract with a subcontractor that fails to certify to Service Provider that the subcontractor shall not knowingly employ or contract with a worker without authorization, to perform Work under this Agreement.
 - e. Service Provider 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. Service Provider obtains actual knowledge that a subcontractor performing Work under this Agreement employs or contracts with a worker without authorization, Service Provider shall:

- i. Notify the subcontractor and Thornton within three (3) calendar days that Service Provider has actual knowledge that the subcontractor is employing or contracting with a worker without authorization; and
 - ii. Terminate the subcontract with the subcontractor if within three (3) calendar days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the worker without authorization; except that Service Provider shall not terminate the subcontract with the subcontractor if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with a worker without authorization.
- g. Service Provider 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 Service Provider violates any provision of this certification, Thornton may immediately terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages suffered by Thornton.
- i. Pursuant to Colorado Law, if a Service Provider's business is a sole proprietorship or Service Provider is a natural person eighteen (18) years of age or older by signature and attestation below hereby agree, upon Notice of Award, to complete and file with Thornton the attached **Exhibit D**, Affidavit and provide acceptable identification as described in the Affidavit.

I. **Confidentiality Obligations.**

1. To the extent Service Provider requires Thornton to provide Service Provider with its reports and other data ("Confidential Information") as may be available to Thornton and reasonably required for Service Provider to perform the Work, Service Provider will keep Thornton's Confidential Information secret and will not disclose it to any third party, take or misuse any of the Thornton's Confidential Information, or any other information Service Provider acquires or has access to because of its provision of Work.
2. At all times this Agreement is in effect, Service Provider will not use or seek to use any of Thornton's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to Thornton's interests.

3. Thornton's Confidential Information is Thornton's exclusive property, therefore, on Thornton's request or the termination of this Agreement, Service Provider will promptly return Thornton's Confidential Information including all documents, disks or other computer media or other materials in the Service Provider's possession or control containing any of Thornton's Confidential Information.
4. After this Agreement terminates, the Service Provider will preserve and not disclose directly or indirectly to any third party Thornton's Confidential Information and will promptly advise Thornton of any unauthorized disclosure or use of its Confidential Information by any person or entity.
5. Service Provider is authorized by Thornton to retain copies of its documents at Service Provider expense.
6. In regards to any electronic devices with data storage capability, including but not limited to, computers and copiers used by the Service Provider in connection with the performance of Work pursuant to this Agreement, Service Provider represents the following:
 - a. All devices, such as copiers or fax machines that are not intended to be a data storage device for purposes of performing the Work shall be routinely scrubbed, either manually or automatically, to delete any Confidential Information related to the Work.
 - b. When any electronic device with data storage capacity is taken out of service, all such devices will be securely scrubbed of all data related to Thornton's Project and all data storage drives will be physically destroyed before disposing of the device to insure no Confidential Information belonging to Thornton could ever be retrieved from such device.

J. **Ownership of Work Product.**

1. All Work, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials ("Work Product") developed by Service Provider shall be the sole and exclusive property of Thornton. Service Provider agrees to transfer the Work Product's copyright, trademark, or other intellectual property rights for no additional cost to Thornton. However, any reuse of Work Product other than for the specific intended purpose of this Agreement by Thornton without written authorization by Service Provider will be at Thornton's risk.
2. Before disposing of any Work Product materials Service Provider shall provide Thornton with a ten (10) calendar day written notice indicating it has

Work Product materials, to give Thornton a reasonable opportunity to take physical possession of Work Product materials.

3. Aerial photography supplied by Thornton to Service Provider shall not be utilized for any purpose other than to perform the Work on behalf of Thornton.

III. MISCELLANEOUS TERMS

A. **Indemnification.** To the fullest extent permitted by law, Service Provider 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 Work 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 Service Provider, any subcontractor of Service Provider, or any officer, employee or agent of Service Provider, 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.** The Service Provider agrees to procure and maintain in force during the term of this Agreement, at its own cost, the following coverages:

1. **Worker's 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)**
LIMITS FOR RISK WILL BE SET WITH EACH AWARDED SERVICE PROVIDER.

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	\$1,000,000

The 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 Service Provider; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.

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. 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 the Service Provider's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
4. Additional Insured. The Service Provider shall name Thornton, its officers, agents, and employees as additional insureds with respect to the Commercial General Liability and Auto Liability coverages required herein.
5. Certificates of Insurance. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsement, to Thornton by the Service Provider'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 Work under this Agreement. The initial completed Certificate of Insurance and Additional Insured Endorsement shall include the Service Provider's e-mail address for future inquires and updates, and shall be sent to:

City of Thornton
Attention: Jan Brandt, Purchasing Analyst
9500 Civic Center Drive
Thornton, CO 80229-4326

Subsequent Certificates of Insurance indicating renewal of coverage(s) shall be sent to Thornton's Risk Manager at certificatesofinsurance@ThorntonCo.gov no later than thirty (30) Calendar Days prior to the expiration date along with the renewal Additional Insured Endorsement, and shall indicate "Renewal COI" and the Project Number in the e-mail subject line. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement thereto. Service Provider agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements pertaining to this particular Project.

6. Failure to Insure. Failure on the part of the Service Provider or subcontractor 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 thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Service Provider to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Service Provider from Thornton.

7. **Other Insurance Requirements.**

- a. Service Provider shall procure and maintain and shall cause any subcontractor of the Service Provider 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 the Service Provider pursuant to this section. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- b. 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 the Service Provider. The Service Provider shall be solely responsible for any deductible losses under the policies required above.
- c. Service Provider 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.
- d. 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 or until at least thirty (30) calendar 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. **Independent Contractor.**

1. It is understood and agreed by and between the Parties that the status of the Service Provider shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical Work for limited periods of time and it is not intended, nor shall it be construed, that the Service Provider 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 **the Service Provider is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Service Provider or some other entity besides Thornton, that the Service Provider is not entitled to Workers' Compensation benefits from Thornton and that the Service Provider 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 the Service Provider's insurance obligations that are set forth in this Agreement.
- D. **Governmental Immunity.** The Parties hereto 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 amended, or otherwise available to Thornton, its agents, officers, or employees.
- E. **Grounds for Termination.**
1. **Termination for Convenience by Thornton.** Thornton may terminate this Agreement for convenience upon seven (7) calendar days advance written notice to Service Provider. In the event this Agreement is terminated for convenience, Thornton shall pay Service Provider for all Work previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Work.
 2. **Termination for Cause.** If Service Provider substantially or materially breaches the terms of this Agreement, or defaults in fulfilling the applicable terms and conditions of this Agreement, Thornton may, at its sole discretion, immediately terminate this Agreement and Thornton may seek to exercise all available legal and/or equitable remedies.
 3. **Termination for Non-Appropriations.** In the event that Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year past the initial year, Thornton may, at the beginning of the fiscal year for which the City Council does not appropriate such funds and upon prior written notice to Service Provider, terminate this Agreement without penalty and be released of further obligations.
- F. **Notice.** Any notice or communication between Service Provider 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: Megan deGrood, CPPB, Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

SERVICE PROVIDER: **--- Sample Only ---**
ATTN: _____

- G. **Applicable Law, Venue, Statute of Limitations.** This Agreement shall be governed by the laws of the State of Colorado. 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 Work asserted by the Service Provider against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).

- H. **Assignment.** Service Provider shall not assign, pledge, or transfer its duties or rights in this Agreement, in whole or in part, without first obtaining the written consent of the Manager.

- I. **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.

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

- K. **Conflict of Interest.** Service Provider agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Service Provider 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 Work of Service Provider by placing Service Provider's own interests, or the interest of any party with whom Service Provider 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 Service Provider written notice that describes the conflict. Service Provider 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.

- L. **Coordination of Work.** Service Provider shall fully coordinate its Work with other service providers, contractors, or other entities performing Work on the Project that interfaces with or is affected in any way by Service Provider's Work, and with any interested city or other governmental agencies.
- M. **Non-Discrimination.** Service Provider, its agents, employees, and subcontractors 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.
- N. **Advertising, Public Disclosure.** Service Provider shall not include any reference to this Agreement or to Work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or his designee.
- O. **Time is of The Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Service Provider that time is of the essence.
- P. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- Q. **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.
- R. **Joint Venture.** If Service Provider is a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Service Provider set forth in this Agreement.
- S. **Taxes and Licenses.** Service Provider shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the Work and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the work. Service Provider shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Service Provider shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Work and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- T. **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.

- U. **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 Service Provider 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 Service Provider that subcontractors and any other persons other than Thornton or Service Provider receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.
- W. **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.
- X. **Entire Agreement.** The Parties acknowledge and agree that the provisions contained herein constitute this 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 his designee, shall be valid unless they are contained in an instrument that is executed by the Parties with the same formality as this Agreement. Course of performance, no matter how long it continues, shall not constitute an amendment to 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:
Tami Yellico, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
_____, _____ City Attorney

Kimberly Newhart
Finance Director

ATTEST:

CITY OF THORNTON, COLORADO:

Kristen N. Rosenbaum, City Clerk

Sean Saddler, PE
Contracts and Purchasing Director

ATTEST FOR FIRM SIGNATURE: (If corporation)	FIRM NAME:
_____ SAMPLE ONLY Signature	_____ SAMPLE ONLY Signature
_____ Print Name	_____ Print Name
_____ Title	_____ Title

EXHIBIT A

SERVICE PROVIDER'S SCOPE OF WORK

Scope of Services to be inserted and completed by the Buyer of Record after an award has been issued by Thornton for the RFP. This is a placeholder for the sample agreement.

SAMPLE

EXHIBIT B

SERVICE PROVIDER’S PERSONNEL AND SUBCONTRACTORS LISTING

Personnel and Subcontractors listing to be inserted and completed by the Buyer of Record after an award has been issued by Thornton for the RFP. This is a placeholder for the sample agreement.

SAMPLE

EXHIBIT C

SCHEDULE OF CHARGES

Schedule of Charges to be inserted and completed by the Buyer of Record after an award has been issued by Thornton for the RFP. This is a placeholder for the sample agreement.

SAMPLE

**REQUIRED IF OPERATING AS A SOLE PROPRIETOR
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 Work 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, 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 Work 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