

**ADDENDUM NO. ONE**

**REQUEST FOR QUOTATION  
SPORTS OFFICIALS FOR THORNTON sports leagues**

**PROJECT NO. 240-24**

**CITY OF THORNTON, CO**

TO: Prospective Proposing Firms and all others concerned

DATE: April 10, 2024

PURPOSE: To provide additional information and clarification to the solicitation documents for the above-referenced Project.

1. The following questions and answers are provided for additional clarification to the RFQ.

Question 1: Can you share the previous contract?

**Answer 1: Yes, we can share a copy of the previous contract that has since expired. Please see attached.**

Question 2: Can Thornton provide any bid tabulations from the previous bid?

**Answer 2: No. There was only one submittal in 2018, no bid tabulation can be provided.**

2. All other terms and conditions shall remain unchanged except as provided by this Addendum. Proposing firms must acknowledge receipt of this Addendum in their Bid.

**END OF ADDENDUM NO. ONE**

---

Megan deGrood, CPPB  
Purchasing Manager

Date

## AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 15 day of January, 2019, by and between the City of Thornton, a Colorado home rule municipality, in the state of Colorado (Thornton) and PROS Plus Inc., LLC (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 requires Professional Services in connection with Sports Officials, Project No. 228-18 (the "Project"); and
- B. Service Provider responded and was selected by Thornton to work on the Project; and
- C. Service Provider represents to Thornton it has the requisite expertise and professional experience to perform the required Services for the Project;
- D. Service Provider 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.**

Sporting events to be officiated may include, but are not limited to, Adult Basketball, Adult Volleyball, Adult Softball (Slow Pitch), and Girls' Youth Softball (Fast Pitch). Game schedules are subject to change. Thornton reserves the right to negotiate similar officiating services with the awarded Service Provider(s) for additional events, on an as-needed basis.

#### B. **Service Provider's Scope of Services.**

Upon recipient of a written Notice to Proceed from Thornton, Service Provider 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**. ("Scope of Services" or "Services").

#### C. **Commencement Date, Term.**

This Agreement shall commence on January 1, 2019, and shall terminate on December 31, 2023, or upon Thornton providing Service Provider with seven (7) Calendar Days advance written notice, whichever occurs first.

Service Provider understands that Thornton's obligation to extend the term of this Agreement after the first year, is contingent on City Council appropriating funds for the continuation of any subsequent term past the first year, and at the beginning of the upcoming year, if City Council does not appropriate funds, that upon giving Consultant a seven (7) days written notice, Thornton may terminate the Agreement without penalty or any further obligation.

**D. Contract Documents.**

1. The following documents, by this reference, are incorporated, verbatim, and will be part the Agreement:
  - a. Approved Amendments to this Agreement;
  - b. This Agreement for Professional Services (together with Exhibits);
  - c. Purchase Orders;
  - 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 D.1 above after the first listed document.
3. Service Provider shall perform the Services with the staff identified in the attached Exhibit B, unless otherwise authorized in writing by Thornton.

**E. Compensation.**

1. Remuneration. Thornton agrees to pay Service Provider's billable rates as set forth in the attached **Exhibit C, Schedule of Charges**.
2. Invoicing.
  - a. Service Provider shall prepare and send by electronic format a detailed monthly invoice to [ap.invoices@cityofthornton.net](mailto:ap.invoices@cityofthornton.net).
  - 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 all personnel, and of any other charges; and shall include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries.

- d. No Services shall be performed without a Purchase Order to the Service Provider from Thornton.
  - e. Thornton reserves the right to withhold final payment until the Services are complete.
3. Changes to Service Provider's Scope of Services.
- a. A change in Service Provider's Scope of Services is any change or Amendment of Services that is different from, or in addition to Service Provider's General Scope of Services as defined in **Exhibit A** of this Agreement.
  - b. 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).
  - c. 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.

**F. Personnel Assignments, Subcontracting.**

- 1. Service Provider shall perform the Services with the personnel identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton. All of Service Provider's key professional personnel identified in **Exhibit B** will be assigned by Service Provider or any subcontractors to perform Services under this Agreement. Service Provider 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 Service Provider. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such Services required by this Agreement and that Service Provider's and the subcontractor'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 Service Provider decides to replace any of its key professional personnel, they 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 Service Provider's written notice regarding replacement of key professional personnel within fifteen (15) Calendar Days after Thornton receives the list of key professional personnel, which Service Provider 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 Service Provider and give Service Provider the time that the Manager or Manager's designee considers reasonable to correct such performance. Thereafter, the Manager or Manager's designee may require Service Provider to reassign such key professional personnel. If the Manager or Manager's designee notifies Service Provider that certain of its key professional personnel must be reassigned, Service Provider shall use its best efforts to obtain adequate substitute personnel within ten (10) Calendar Days from the date of the notice.
4. While Service Provider may retain and subcontract, no final agreement with any such subcontractors 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 subcontractor, the name, address, the professional experience and qualifications of the subcontractor and any other information. Approval of the subcontractor shall not relieve Service Provider of any obligations under this Agreement. Any final agreement with the approved subcontractor must contain a valid and binding provision whereby the subcontractor waives any and all rights to make a claim of payment against Thornton arising out of the performance of the Services under this Agreement. Subcontractors listed in Service Provider's Proposal will be deemed acceptable unless Thornton notifies otherwise.
5. Since Service Provider'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 subcontractor 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 subcontractors.
6. Service Provider shall not retain any subcontractor to perform Services under this Agreement if Service Provider 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 Service Provider has fully disclosed any conflict of interest of its subcontractor.

#### **G. Compliance with All Laws and Regulations.**

1. All of the Services 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. 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 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.
3. Worker Status. Pursuant to Colorado law, a Service Provider 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. Service Provider, 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. 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 Services under this Agreement.
  - c. Service Provider 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.
  - 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 an illegal alien 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. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement employs or contracts with an illegal alien, 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 an illegal alien;  
and

- ii. Terminate the subcontract if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Service Provider shall not terminate the subcontract if during such three (3) Calendar Days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 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 terminate this Agreement for breach of contract. 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** in and to provide acceptable identification as described in the Affidavit.

### 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 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 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.** 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)
  - 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
  
3. This policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of:
  - a. Premises-operations;
  - b. Products and completed operations including materials designed, furnished, and/or modified in any way by Consultant;
  - c. Independent subcontractors;
  - d. Contractual liability risk covering the indemnity obligations set forth in this Agreement; and
  - e. Where applicable, liability resulting from explosion, collapse, or underground exposures.

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 Service Provider's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
  
5. Subcontractors and Sub-subcontractors. Service Provider shall procure and maintain and shall cause any subcontractors 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 Service Provider 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.

6. Additional Insured. 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. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by 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 Services under this Agreement**. The initial completed Certificates of Insurance and Additional Insured Endorsements shall include Service Provider's e-mail address for future inquiries and updates, and shall be sent to:

City of Thornton  
Mary Sanchez, CPPB, Buyer II  
9500 Civic Center Drive  
Thornton, CO 80229-4326

7. Certificates of Insurance. 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@cityofthornton.net](mailto:certificatesofinsurance@cityofthornton.net) no later than thirty (30) Calendar Days prior to the expiration date 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. Service Provider agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements.
8. Failure to Insure. Failure on the part of Service Provider or a 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, 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 Service Provider from Thornton.
9. Other Insurance Requirements.
  - a. 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 Service Provider. Service Provider shall be solely responsible for any deductible losses under the policies required above.

- b. 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.
- c. 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) 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.
- d. Other insurance with varying limits which from time to time may reasonably be required by the mutual agreement of Thornton and Service Provider against other insurable hazards relating to the Services.

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 Service Provider 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 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 **Service Provider** or any employee, agent or subcontractor of Service Provider **is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Service Provider or some other entity besides Thornton, that Service Provider is not entitled to Workers' Compensation benefits from Thornton and that 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 Service Provider's insurance obligations which are set forth in this Agreement.

E. **Grounds for Termination.**

1. Termination for Convenience by Thornton. In the event this Agreement is terminated for convenience, Thornton shall issue a written notice of termination and Service Provider will be paid for all Services previously authorized and completed up to the date of Termination. Service Provider shall not be entitled to profit or overhead on uncompleted Services.
  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 shall be cause to 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 as provided for, may terminate this Agreement without penalty and 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 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).
- G. **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.
- 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.
- I. **Assignment.** Service Provider agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the Manager or Manager's designee(s)
- J. **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.
- K. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Service Providers and subcontractor's books, documents, papers, and any other

records of Service Provider and subcontractors that relate to the Services. Service Provider 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. Service Provider shall retain these records for three (3) years after termination of this Agreement.

- L. **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 Services 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, which 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.
- M. **Coordination of Services.** Service Provider shall fully coordinate its Services with other service providers, contractors or other entities performing services on the Project that interfaces with or is affected in any way by Service Provider's Services, and with any interested Thornton or other governmental agencies.
- N. **Non-Discrimination.** Service Provider, its agents, employees, contractors, 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.
- O. **Advertising and Public Disclosures.** Service Provider 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 Service Provider'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.
- P. **Other Project Work.** Service Provider and its subsidiaries and affiliates shall not bid upon or otherwise attempt to perform any other work associated with this Project. Service Provider shall require in its contracts with its subcontractors 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.

- Q. **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.
- R. **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.
- S. **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.
- T. **Joint Venture.** If 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.
- U. **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 Services, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the Services. 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 Services and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- V. **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.
- W. **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 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 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.
- X. **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:**

**SERVICE PROVIDER:**

City of Thornton

PROS Plus Inc., LLC

Attn: Contracts and  
Purchasing Director  
9500 Civic Center Drive  
Thornton, CO 80229-4326

Attn: Eugene Conn,  
President  
13600 Garfield St, Unit G  
Thornton, CO 80602

THE REMAINING PORTION OF THIS PAGE INTENTIONALLY LEFT BLANK

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

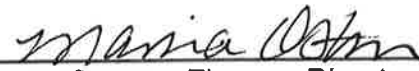
APPROVED AS TO LEGAL FORM:

Luis A. Corchado, City Attorney

CITY OF THORNTON, COLORADO:

By:

  
\_\_\_\_\_  
City Attorney

  
\_\_\_\_\_  
Maria Ostrom, Finance Director

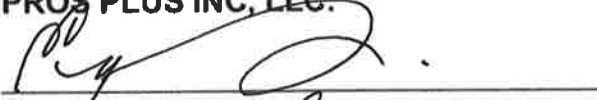
ATTEST:

CITY OF THORNTON, COLORADO:

  
\_\_\_\_\_  
Kristen N. Rosenbaum, City Clerk

  
\_\_\_\_\_  
Sean Saddler, PE  
Contracts and Purchasing Director


PROS PLUS INC, LLC:

  
\_\_\_\_\_  
Signature  
Eugene Con  
\_\_\_\_\_  
Print Name  
PRESIDENT Pros Plus LLC  
\_\_\_\_\_  
Title

NOTARY

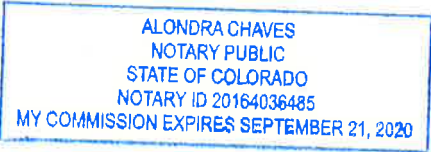
STATE OF Colorado )  
  ) ss.  
COUNTY OF Adams )

Subscribed and sworn to before me this 9<sup>th</sup> day of January, 2019

by  as PRESIDENT  
(Name of Signatory) (Insert Title of Signatory)

of Pros Plus Inc, LLC  
(Company Name)

  
\_\_\_\_\_  
(Notary Public)



[SEAL]

My commission expires: Sep 21st 2020

## EXHIBIT A

### SERVICE PROVIDER'S SCOPE OF SERVICES

#### GENERAL REQUIREMENTS

- A. Service Provider shall have a sufficient staff of Officials so that sporting events are not repeatedly officiated by the same person(s).
- B. Thornton reserves the right, at its sole discretion, to refuse the services of any Official who is repeatedly assigned, exhibits un-sportsmanlike behavior, or other reason as determined by Thornton's Recreation staff.
- C. Pricing is requested on a "per-official, per-game" basis, and shall be inclusive of time, apparel, transportation, and other elements as may be necessary for the performance of services requested herein.

#### SCOPE OF SERVICES

Sporting events to be officiated may include, but are not limited to, Adult Basketball, Adult Volleyball, Adult Softball (Slow Pitch), and Girls' Youth Softball (Fast Pitch). Game schedules are subject to change. Thornton reserves the right to negotiate similar officiating services with the awarded Service Provider(s) for additional events, on an as-needed basis.

- A. Adult Basketball League
  - January – March
  - 10 weeks, 2 evenings per week, 3 games per evening.
  - Required: Two (2) Officials per evening.
- B. Adult Volleyball League
  - One season per year: September – November
  - 9 weeks per season; 1 evening per week; 3-4 games per evening.
  - Required: One (1) Official per evening.
- C. Adult Softball—Slow Pitch
  - August – October
  - 10 weeks; 2 nights per week; 3-4 games per evening.
  - Required: One (1) Official per evening.
- D. Girls' Youth Softball—Fast Pitch
  - May – July
  - 10 weeks; 4 evenings per week; 1-3 games per evening.
  - Required: Two (2) Officials for ages 12+ per evening and one (1) Official for ages 11 and under per evening.



THIS PAGE INTENTIONALLY LEFT BLANK

**EXHIBIT B**

**SERVICE PROVIDER'S PERSONNEL AND  
SUBCONTRACTORS LISTING**

**NAME:**

**TITLE/RESPONSIBILITY:**

Eugene Conn

President, PROS Plus, Inc. LLC

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

THIS PAGE INTENTIONALLY LEFT BLANK

## EXHIBIT C

### SCHEDULE OF CHARGES

**Pricing is requested on a “per-official, per-game” basis**

Adult Basketball League	One (1) Game in One (1) Evening/ Per Game	Two (2) Games in One (1) Evening/ Per Game	Three (3) Games in One (1) Evening/ Per Game
Non-Certified Official	\$ 29.00	\$ 29.00	\$ 29.00

Adult Volleyball League	One (1) Game in One (1) Evening/ Per Game	Two (2) Games in One (1) Evening/ Per Game	Three (3) Games in One (1) Evening/ Per Game	Four (4) Games in One (1) Evening/ Per Game
Non-Certified Official	\$ 28.00	\$ 28.00	\$ 28.00	\$ 28.00

Adult Softball League—Slow Pitch	One (1) Game in One (1) Evening/ Per Game	Two (2) Games in One (1) Evening/ Per Game	Three (3) Games in One (1) Evening/ Per Game	Four (4) Games in One (1) Evening/ Per Game
Non-Certified Official	\$ 30.50	\$ 30.50	\$ 30.50	\$ 30.50

Girls' Youth Softball—Fast Pitch	One (1) Game in One (1) Evening/ Per Game	Two (2) Games in One (1) Evening/ Per Game	Three (3) Games in One (1) Evening/ Per Game
Non-Certified Official	\$ 42.50	\$ 42.50	\$ 42.50

Differential (if any) for: Weekends           \$ None  
   Games in Overtime   \$ None



**City of  
Thornton**

**MEMORANDUM**

**Support Services**

**DATE:** January 10, 2019

Route to:	Date Received	Date Signed	Initials
Luis Corchado, City Attorney	1-10-19 BS	1-10-19	LC
Robb Kolstad, Assistant City Manager	1/11/19	1/14/19	RK
Support Services Admin (for logging)	1/14/19	1/14/19	dem
Maria Ostrom, Finance Director	✓	✓	MO
Sean Saddler, PE, Contracts & Purchasing Director	1/15/19	1/15/19	SS
Kristen N. Rosenbaum, City Clerk	1/15/19	1/15/19	KR

**FROM:** Mary Sanchez, CPPB, Buyer II  
 Susan White, C.P.M., Purchasing Manager

**SUBJECT:** Agreement with PROS Plus, Inc., LLC requiring your signature

**PROJECT:** Sports Officials Services, Project No. 228-18

**BUDGET IMPACTS:**

\$ 5,000.00 from Account no. 40431.7132  
 \$ 14,000.00 from Account no. 40438.7132

The enclosed documents are submitted for your review and signature.

- This is a routine document with standard revisions/customization to the menu driven items of Thornton's standard document.
- This document contains modifications (listed below) to Thornton's routine document which may be considered out of the ordinary or of note and may require additional review.
- This is a vendor derived document which has been reviewed by Legal.
- Current Master Agreement

file: Sports Officials, Project No. 228-18