

ADDENDUM NO. ONE

INVITATION FOR BID

INTERCHANGE LANDSCAPE MAINTENANCE

PROJECT NO. 397-24

CITY OF THORNTON, CO

TO: Prospective Proposing Firms and all others concerned

DATE: December 13, 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 IFB. All answers from Thornton in response to Vendor submitted questions have been provided in **bold** text.

Question # 1: Who was awarded from the previous solicitation and what is the current pricing?

Answer # 1: Thornton has provided a copy of the original agreement and all subsequent amendments as an attachment to the end of this Addendum.

Question # 2: Regarding Section B.11, letter (a), will Thornton be providing a storage location for all the backflows or will that be the responsibility of the awarded Vendor?

Answer # 2: Thornton will provide the storage for all Thornton owned backflows.

Question # 3: Regarding Section B.11, letter (a), can Thornton provide a map that shows the location of each backflow, and what is the total number of backflows that are included in this solicitation?

Answer # 3: Upon final award and a completed contract, Thornton Parks and Recreation will work with the awarded Vendor to identify all backflow locations and counts, including, but not limited to, job walks, maps, spreadsheets with address locations and counts.

Question # 4: Regarding Section B.11, letter (d), does Thornton want the cost for winter watering to be included in the annual bid price, or since the winter watering may be on an as-needed basis due to weather and plant health conditions, would Thornton prefer that to be at a time and materials rate?

Answer # 4: The work for winter watering will be performed on a time and materials basis.

Question # 5: Regarding Section B.11, letter (d), is the awarded Vendor required to seek approval from Thornton for ALL changes/modifications? If not, can Thornton elaborate on what the expectations are?

Answer # 5: Yes. The awarded Vendor will provide a detailed description of the programs for each area upon start-up each year. Throughout the year, the Vendor will provide an email of changes that have been made to the Thornton Project Manager. During the review by the Thornton Project Manager, if there are questions about how or why a change was made, the Thornton PM and Vendor will coordinate further discussions, and if necessary, remediation to Thornton's satisfaction.

Question # 6: Regarding Section B.16, letter (d), is it mandatory for a proposing Vendor to pick up all needles, syringes, and all other SHARPS? If the Vendor is unable or unwilling to perform this, will that disqualify them from award?

Answer # 6: Yes, the awarded Vendor will be required to pick up all needles, syringes, and other SHARPS, just as they would for other refuse pick-up that is required within the IFB's Scope of Work.

Question # 7: Regarding Section B.27, the scope of work states that all emergency work will be provided at no additional cost. Does this include afterhours, holidays, and irrigation emergency services? Please clarify.

Answer # 7: The Vendor will provide a proposed labor hour cost for all non-regular hours (e.g., afterhours and holidays) for general landscaping and emergency irrigation services. Additional costs beyond any repair materials as a pass-through cost and the labor costs themselves shall not be applicable (i.e., travel time, fuel, on-call surcharges, etc.).

GENERAL SERVICE AGREEMENT

This General Service Agreement for I-25 Interchange Landscape Maintenance Services, Project No. 285-19, is made and entered into this 24th day of April, 2020, by and between the City of Thornton, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and CoCal Landscape Services, Inc. (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 services in connection with I-25 Interchange Landscape Maintenance Services, Project No. 285-19 (the "Project"); and
- B. Service Provider has held itself out to Thornton as having the requisite expertise and experience to perform the required Services for the Project; and
- C. Thornton subsequently selected the above named Service Provider to perform the needed services this Project requires; and
- D. Service Provider, having been awarded the Project, represents and warrants it is ready, willing and available to perform, using its skills, expertise and experience associated with generally accepted industry standards for Service Provider's customary services.

For good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

II. TERMS AND CONDITIONS

- A. **Description of Services, Work.** The Project consists of landscape and irrigation maintenance of the landscaped areas along the Interstate 25 corridor in Thornton. The Work includes mowing, edging, fertilizing weed control, aeration, plant material care, irrigation system management, and miscellaneous items necessary to complete the Work.
- B. **Service Provider Responsibilities, Scope of 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 Services described in the attached **Exhibit A**, hereafter also called, "Service Provider's Scope of Work" the "Services" or "Work."

C. Commencement Date, Term.

1. Subject to the terms and conditions herein (including without limitation the termination provisions) this Agreement shall commence on April 1, 2020, or on date last signed by the Parties ("Commencement Date"), and as long as Service Provider is not in default under this Agreement, this Agreement will renew each year thereafter on its annual Commencement Date until it terminates on December 31, 2024, or unless Thornton terminates the Agreement sooner in accordance with **Section E, Grounds for Termination**, which requires providing to Service Provider seven (7) Calendar Days in advance a written notice of Intent to Terminate, in which event the Agreement shall expire on the date indicated in the written notice.
2. Service Provider understands that Thornton's obligation after the first year of this Agreement is contingent upon City Council appropriating funds sufficient for the years following the first year. If Thornton's City Council does not appropriate sufficient funds, Thornton may terminate the Agreement without penalty or further obligation in accordance with **Section E, Grounds for Termination**.
3. Notwithstanding the foregoing, if Notice to Proceed for Services 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 Services are 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 above after the first listed document.
3. Service Provider may need additional documents to perform the required Work and Services, or to clarify certain aspects of the Work and Services, 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;
- d. Approved Amendments to the Agreement.

E. **Personnel**

1. Service Provider shall perform the Services 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. 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 ("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**.

At this time, the Group 2 locations (listed in the original solicitation) will not be included in the Scope of Services and Award. If in the future, the services are expanded, they will be added to the Agreement via Amendment, if applicable.

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. Hourly Rate. Payments to Service Provider based on billable hourly rate and eligible reimbursable expenses shall include hourly 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 hourly rates shall remain fixed for, at a minimum, the initial twelve (12) month term, or the first anniversary of the Agreement, whichever one applies ("First Term"). Service Provider may request an increase to the Billable Rate after the First 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 hourly rate increase exceed the inflation rate as defined by the current Denver-Aurora-Lakewood CPI 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 Thornton.

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 Services, which is different from or additional to Service Provider's Scope of Work as defined in **Exhibit A** of this Agreement.
2. No change to the Scope of Work, 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. 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.
4. 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 Services 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 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 an illegal alien 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 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. 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 with the subcontractor if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that 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 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 Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages suffered by 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)**

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

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 (\$2,000,000) 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: Mary Sanchez, CPPB, Buyer II
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 services 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.** In the event this Agreement is terminated for convenience, Thornton shall issue a written Notice to Terminate and Service Provider will be paid 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 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. **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: CoCal Landscape Services, Inc.
Attention: Roberto Nuanes
333 E. 76th Avenue
Denver, CO 80229

- 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 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.
- 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 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 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 Services.** Service Provider shall fully coordinate its services 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 services, 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 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 services 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.

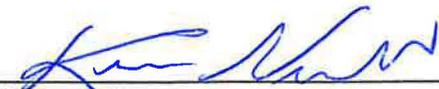
- U. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Service Provider nothing contained in this Agreement shall give or allow any such claim or right of action 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.
- V. **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.

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

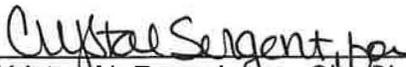
APPROVED AS TO LEGAL FORM:
Luis A. Corchado, City Attorney

By: 
City Attorney

CITY OF THORNTON, COLORADO:


Kimberly Newhart
Interim Finance Director

ATTEST:


Kristin N. Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:


Sean Saddler, PE
Contracts and Purchasing Director

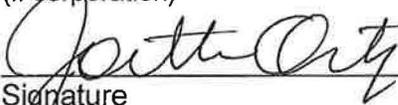
| | |
|---|--|
| ATTEST FOR FIRM SIGNATURE: (If corporation) | COCAL LANDSCAPE SERVICES, INC: |
| <u></u> Signature | <u></u> Signature |
| <u>Joette Ortiz</u> Print Name | <u>Jesus J. Meltraco</u> Print Name |
| <u>Contract Specialist</u> Title | <u>J.M.</u> Title |

EXHIBIT A

SERVICE PROVIDER'S SCOPE OF WORK

GROUP 1: These locations have been traditionally serviced and Thornton is awarding the Group 1 locations below:

- **84th Avenue and I-25 Interchange and Medians to Washington Street.**
- **136th Avenue and I-25 Interchange and Medians to Washington Street.**
- **144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148th Avenue.**
- **Grant Street Median and Roundabouts from 144th Avenue South to the Roundabout at approximately 141st Avenue.**

Maintenance Log: Applicable to All Locations

Service Provider shall maintain a log of all maintenance activities at all sites. A monthly report shall be e-mailed to Thornton's Project Manager to show the progress of maintenance that has been performed at the site. This log shall have the date, maintenance activity, and name of the person who performed activity documented for each occurrence. **Current log must be submitted with each pay request.**

STANDARD SPECIFICATIONS LANDSCAPE MAINTENANCE

1.0 General

1.1 Scope of Work

Complete year round landscape maintenance of designated areas as specified herein. During, and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Service Provider shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

1.2 Definition of Terms

For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth:

1.2.1 "Additional Services" shall mean all landscape-related services including, but not limited to, vandalism repair, pruning, tree and shrub replacements, irrigation repairs, and fence repairs.

1.2.2 "Agreement" shall mean the agreement for landscape maintenance for the City of Thornton.

1.2.3. "Contractor" shall mean the person, corporation, or partnership performing the landscape maintenance services for Thornton.

1.2.4. "May" shall be permissive.

1.2.5. "Shall" shall be mandatory.

1.2.6 "Owner" shall mean the City of Thornton.

1.3 Time of Work

The Service Provider shall maintain all areas under this Agreement for the period of April 1, 2020, to December 31, 2024.

1.4 Quality of Work

All Work shall be performed in accordance with the best landscape maintenance practices.

1.5 Lost and Found Articles

The Service Provider shall ensure that all articles found by his employees while performing duties under this Agreement are turned in to the Project Manager.

1.6 References

All references to specifications are limited to these specifications and Contract Documents.

1.7 Service Provider Responsibility for Work

The Service Provider shall be responsible for all damages, losses or injuries that occur as a result of the fault or negligence of said Service Provider or his employees in connection with the performance of this Work.

1.8 Local Office

The Service Provider shall maintain a local office capable of receiving messages and contacting a responsible representative of the Service Provider during normal working hours. A local office is one that is a toll-free call. A mobile phone or paging service will be considered a local office.

1.9 Emergency Calls

The Service Provider shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by Thornton shall be referred to the Service Provider for immediate disposition.

1.10 Licenses and Permits

The Service Provider shall, prior to award of the Agreement and without additional expense to Thornton, possess all licenses required for the performance of the Work required by this Agreement. This includes a State license with a certification in Turf Pest and Weed Control.

1.11 Personnel

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of Thornton and on schedule, all Work required under this Agreement during regular and prescribed hours.

The Service Provider and his employees shall conduct themselves in a proper and efficient manner at all times. They shall cause the least possible annoyance to the public.

Thornton may require the Service Provider to remove from the Work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of Thornton.

The Service Provider shall have competent supervisors, who may be working supervisors, on the job at all time Work is being performed who are capable of discussing matters pertaining to this Agreement with Thornton representatives. Adequate and competent supervision shall be provided for all Work done by the Service Provider's employees to ensure accomplishment of high-quality Work, which will be acceptable to Thornton.

1.12 Company Identification

The Service Provider's employees will at all times wear clothing that identifies them as employees of the Service Provider's company. Company vehicles shall have a company identifying marker.

1.13 Subcontractors

All persons engaged in the Work will be considered employees of the Service Provider. The Service Provider shall be held directly responsible for the Work of all employees and subcontractors.

1.14 Equipment

All equipment, either owned or leased by the Service Provider, must be maintained in good working condition. Any and all repairs to equipment shall be the Service Provider's responsibility.

1.15 Repairs to Existing Facilities

All portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of Work under this specification during the term of this Agreement, shall be repaired or replaced to a like-new condition. All repairs must conform to codes and Parks Division specifications of Thornton. All Work of this kind shall be performed by the Service Provider at no cost to Thornton. Repairs shall be made on the day of damage or alteration, unless otherwise directed by Thornton.

1.16 Vandalism

Existing structures or facilities, including irrigation systems, which are damaged or altered in any way, including acts of God, vandalism, vehicular damage, theft, or mysterious damages that do not result from the performance of Work by the Service Provider, shall be repaired or replaced by the Service Provider based on the hourly and materials base bid, except for routine sprinkler maintenance which states "repairing all broken risers and nipples". The Service Provider shall notify the appropriate Thornton representative within twenty-four (24) hours of any damages caused by the above. Repairs shall not commence until written authorization of the Project Manager is obtained.

1.17 Safety Requirements

All Work performed under this Agreement shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by OSHA. Thornton reserves the right to issue restraint or cease and desist orders to the Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the Work under this Agreement.

1.18 Hazardous Conditions

The Service Provider shall maintain all Work sites free of hazards to persons and property resulting from his operations. Any hazardous condition noted by the Service Provider, which is not a result of his Work, shall be immediately reported to the Project Manager.

1.19 Thornton Responsibility

Thornton will be responsible for all hazards in this Agreement areas, which are not a result of the Service Provider's Work. Thornton will not be responsible for hazards created by the negligence or omissions of the Service Provider.

1.20 Traffic Control

The Service Provider shall conduct the Work at all times in a manner that will not interfere with normal pedestrian traffic on adjacent sidewalks. Interference with vehicular traffic shall be in accordance with Part VI of the Manual On Uniform Traffic Control Devices, Work Zone Traffic Control, US DOT, FHA, Revision 4 – January 1995 or most recent version.

1.21 Maintenance Performance Inspections

Thornton, on a weekly basis, may inspect all areas under this Agreement for adherence to the specifications. Any deficiencies or deviations in the Work will be submitted to the Service Provider in writing for immediate correction.

1.22 Payment Process

The Contract Price will be broken out into six (6) months of summer service and six (6) months of winter service. The Contract Price will be divided by the number of months for that service. Winter services will be paid monthly January to March and October to December. Summer services will be paid monthly April to September.

The Service Provider will be paid monthly for Work performed satisfactorily under this Agreement. By the tenth of the month, the Service Provider shall submit a detailed report of maintenance performed and materials used in the prior month. This report shall be accompanied by a billing in accordance with the Contract Price for the Work performed and shall become the basis for payment. Thornton may withhold payment to such extent as may be necessary to protect Thornton from loss due to Work required in the specifications which is defective, inadequate, incomplete or not performed.

1.23 Thornton Representative

The following Thornton Representative will be the Project Manager for Thornton:

Nancy Biekarck, Horticulture Supervisor
8651 Colorado Boulevard, Thornton, CO 80229
Telephone Number: 303-255-7876

2.0 Irrigation

2.1 General

Irrigation shall be accomplished by the use of the existing automatic irrigation system. The Service Provider shall be responsible to perform all seasonal start up and shut down operations for the irrigation system. This includes the spring installation and testing/repair of backflows that are in Agreement areas and the removal and storage in the fall. Official documentation that all back flows have passed inspection will be completed and submitted to the Project Manager no later than June 1st each year.

2.2 Time of Operation

For the property owned by Thornton the Service Provider shall provide the base irrigation program to Thornton for approval based on the type of plant material and environmental site conditions. If the Service Provider is not skilled in the programming of web-based irrigation controllers used by Thornton, training will be provide to the Service Provider by Thornton staff to enter the base program into the field unit controller.

2.3 Water Application Rates

For the property owned by Thornton, the Service Provider must monitor the soil moisture and ET rates irrigating at a rate that is no more than eighty-five percent (85%) of ET unless written agreement with Project Manager to deviate from this value for special circumstances and make the necessary adjustments to the irrigation program as needed to prevent wasting water. When utilizing soil moisture sensors, the program parameters shall be set to maintain adequate soil moisture for plant health and avoid over watering. Water application rates that appear too high or too low must be reported to the Project Manager at the time of their occurrence or the Service Provider will be held responsible for any plant damage and replacement. Irrigation systems are to water between the hours of 10:00 p.m. and 6:00 a.m. Irrigation programs that need to water during the day must be approved by the Project Manager. No water will be allowed to run during rain events.

2.4 Irrigated Contracted Areas

The Service Provider shall be responsible to ensure that adequate moisture is being supplied to all plant material year round. The use of ET data will be required to ensure irrigation is no greater than eighty-five percent (85%) of ET and the use of soil moisture sensors is required where applicable (Baseline Systems). The Service Provider shall inform the Project Manager, in writing, of any concerns before the plant material shows damage caused by improper watering. Any loss to plant material caused by improper watering shall be replaced at the Service Provider's expense. Planting areas in irrigated Agreement areas shall be monitored weekly for soil moisture levels. The Service Provider is responsible for soil moisture levels year-round. Winter watering will be required by the Service Provider if determined by soil moisture levels.

The Service Provider shall either charge up and re-winterize the irrigation system or provide an alternate method, such as a water truck, to insure that all plant material is supplied with adequate moisture.

2.5 Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this Agreement, the Service Provider shall:

1. Protect the security of Thornton property by keeping the controller cabinet doors and backflow cages locked at all times. If found unsecured (unlocked) a penalty of two hundred dollars (\$200.00) for the controller and two hundred dollars (\$200.00) for an unsecured (unlocked) backflow cage will be assessed. In either case, should damage occur directly attributable to the cage and/or the controller cabinet left unsecured, the cost for repairs/replacement will be the contractor's responsibility.
2. Be responsible for damages that are a result of negligence or mis-operation.

Thornton uses both RainMaster and Baseline irrigation controllers. RainMaster is equipped with a remote connection for a Pro-Max receiver/transmitter. The Service Provider may use the connections with their compatible equipment. Baseline utilizes a mobile application for remote control. The Service Provider may be given access only to the controllers they are operating, with the proper credentials. Any changes to personnel access must be submitted and approved by the city. No modifications or changes may be made to the controllers without prior written approval of the Project Manager.

2.6 Routine Irrigation System Maintenance

The Service Provider shall perform routine maintenance on the irrigation system components on a weekly basis. Routine maintenance shall include the following maintenance tasks:

1. Unplugging components, i.e., valves, heads, piping, etc., rendered non-functional due to rock, rust, debris, etc.
2. Making all routine adjustments to heads including raising, straightening and pattern. Plant material interfering with coverage will be trimmed. Removal of tree limbs will require authorization from the City Forester.
3. Weekly system inspection:
 - a. Check controller programming, time clock setting, and reprogram as required by the computer program schedule.

- b. Review each station thoroughly and perform any necessary repairs or routine maintenance operations. Report repairs to the Project Manager on a weekly basis.
4. Repairing all broken risers and nipples:
- a. The Service Provider is responsible to make all repairs to damaged nipples and risers regardless of cause of failure. Repairs made to damage caused through no fault of the Service Provider will be reimbursed at rates included in the Service Provider's standard rate sheet attached to the Schedule of Charges. Repairs to damage caused by the Service Provider shall be repaired at his own cost.

Any replacement equipment or parts must be of the same brand, model number, nozzle size, and new or as specified by the Project Manager. The Service Provider shall maintain all irrigation systems in such a way as to insure proper coverage and full working capability.

2.7 Irrigation System Repair

Irrigation system repair shall consist of those operations not covered in routine irrigation system maintenance. When the Service Provider discovers a need for repair, he shall affect repairs immediately. On repairs that will be over one hundred dollars (\$100), the Service Provider shall notify the Project Manager before effecting repairs. At Thornton's option, Thornton may elect to repair irrigation problems instead of requiring the Service Provider to do so.

The Service Provider shall make an itemized report on the monthly billing listing staff hours spent, parts used, location and reason for each repair. When the Service Provider performs the repair Work, it shall be charged at the per hour rate in the Service Provider's standard rate sheet, attached to the Schedule of Charges, plus parts at list price less ten percent (10%) (wholesale). Thornton shall inspect all repair Work after its completion but before it is buried. An inspection by Thornton personnel will be required on all repairs before payment is made.

3.0 Mowing

3.1 Turf Grass Mowing

All lawn areas included in this Agreement shall be mowed with either power reel-type or rotary mowers. The mower blades or reels shall be sharpened and maintained so as to provide a smooth, even cut without tearing. The cutting adjustment will provide a uniform, level cut without ridges or depressions. For Thornton's property, the mowing height shall be set at three and one-half inches (3 ½").

Any damage to turf, trees, shrubs, sprinkler system components, benches, picnic tables, pavilions, irrigation enclosures, light poles, buildings or other objects during mowing or trimming operations shall be repaired at the Service Provider's expense. Any irreparable damage to the trees, resulting in the loss of value of the trees, will be charged to the Service Provider. The damage amount will be calculated by the City Forester under the guidelines set forth by the Council of Tree and Landscape Appraisers.

3.2 Mowing Frequency

Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing in returning the grass to the accepted height or one (1) time each week, whichever is most often. That is to say mowing could be required in excess of once a week during fast growth periods.

a. Native Grass Mowing

All native grass areas considered buffers along walks or behind citizen homes will be mowed on a twenty-one (21) day mowing cycle at a height of five inches (5") and at a six foot (6') width behind homes and a two – five foot (2-5') width along sidewalks, depending on terrain. Five foot (5') is preferred. Curbs and fence lines will be string trimmed. Fence lines can be sprayed with non-selective herbicide no more than twelve inches (12") from the fence. The rest of the native turf area will be mowed one (1) time per year at five inch (5") height after September 15th each year. The Service Provider will be responsible for plant and fence damages on private property caused by mowing or herbicide application. Sidewalks will be edged each cycle.

b. Special Conditions

Additional locations requiring Work: Prebble Creek, North Creek Farms Park, York Street median south of Highway 7, Washington Street medians south of Larkridge medians, and the rest of the Grant Street medians between 144th Avenue and 136th Avenue.

4.0 Edging and Trimming

4.1 Turf Grass Edging

All turf shall be edged adjacent to all improved surfaces so that the foliage is maintained within the turf area. Any overgrowth into improved surfaces such as curbs, gutter areas, or sidewalks shall be removed once every two (2) weeks. Gutters and fence lines may be neatly sprayed to a maximum of a six inch (6") width with Round-Up herbicide or equal.

4.2 Turf Grass Trimming

After each mowing, the grass around all obstructions (such as vacuum breakers, curbs, etc.) shall be trimmed to match the height of the open turf areas. Trimming shall be accomplished around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. The contractor is encouraged to spray a non-selective herbicide around all trees at a three foot (3') radius from the center of the trunk to avoid mower damage of the tree trunks during string trimming operations. If the contractor chooses to trim around trees instead, he will be held accountable for tree trunk damage as evaluated by the City Forester. Thornton will be reimbursed the value of the tree or the tree will be replaced by the contractor at their cost.

5.0 Clippings Removal

5.1 Turf Grass Clippings

Excessive grass clippings shall be removed. The Service Provider shall be responsible for disposal of all clippings. Absolutely no debris, trash, clippings or other materials are to be dumped on the vacant properties adjacent to the maintenance area.

5.2 Cleanup

Any visible grass clippings left on sidewalks, streets, curbs or turf areas shall be cleaned up and removed after each mowing.

6.0 Weed Control

6.1 Weed Control in Turf Areas

All landscaped areas within the specified maintenance areas shall be kept free of weeds. Weeding may be done manually or by the use of a selective herbicide or pre-emergent. The Service Provider shall exercise extreme care in the use of selective weed killers so as not to damage desirable plants. The Service Provider shall replace any desirable plants or trees damaged beyond recovery as a result of their spraying.

One application of a broadleaf herbicide (2.4-D Amine or equivalent) shall be applied to all turf areas in the fall (mid-August to mid-September). Additional herbicide applications will be applied if necessary and shall be billed as an Additional Service.

Any weed control in native turf areas shall be at Thornton's option and shall be billed as an Additional Service.

6.2 Mulching Weed Control in Shrub Beds

Weed growth in shrubs and shrub bed areas shall be controlled on a weekly basis year round. The mulch in these areas will be kept at a depth of three to four inches (3" - 4") minimum that discourages growth of any plant material deemed undesirable. Mulching of shrub beds will take place in the spring and fall and as needed. Thornton shall have the option to provide the mulch.

For the property owned by Thornton, weeds and grass may be removed by methods of the Service Provider's choosing; however, Service Provider shall be responsible for damage to plant material caused by such methods, including overspray of herbicides, at a minimum.

6.3 Weed Control in Medians

The Service Provider shall remove all weeds in the medians and adjacent concrete areas each week year round. This includes plant bed areas and all concrete areas. The Service Provider shall also remove all undesirable trees, grasses, and shrub plants from the planting beds.

6.4 Weed Control along Fence Lines

The Service Provider shall keep the area between the fence and both sides of the sidewalk and curbs free of weeds and other vegetation at all times. The Service Provider shall be responsible for any damage to adjacent property as a result of spraying the fence line with herbicides.

6.5 State of Colorado Licensing for Pesticide Application

The Service Provider will be required to submit a copy of a current State of Colorado Applicator's License with their proposal. Any proposal received without this license will not be considered. The license must contain a Turf Weed Control Certification.

6.6 Spraying Schedule

Before chemical spraying, the Service Provider shall submit a schedule of spraying with the type and application rate. Spraying must be approved by the Project Manager.

7.0 Fertilizing Schedule

a. Fertilization of Irrigated Turf

Fertilizing shall be done twice yearly. First application shall be completed in May, and the second application in September. Fertilizer shall be 20-5-10%

iron, 0% U-Flexx, or equivalent, applied at the rate of one (1) pound of nitrogen per one thousand (1,000) square feet. To avoid staining, all fertilizer must be swept from concrete surfaces before watering.

8.0 Litter, Trash, Leaf, and Debris Pickup

8.1 General

All areas, drainages and grates covered under this Agreement shall be kept free of trash, debris, tree limbs, branches, leaves, and other foreign matter. Trash removal shall be done weekly year round.

8.2 Pre-Mowing Cleanup

The Service Provider shall remove all paper, tree branches and limbs, and debris from each lawn area prior to mowing. Mowing over paper and debris is considered an unsafe and unacceptable practice.

9.0 Tree, Shrub, and Plant Care

9.1 General

At the beginning of each growing season, it shall be the Service Provider's responsibility to survey all plant material, including medians, to determine the health and viability of the plant material. Any plants deemed to be unhealthy or over fifty percent (50%) dead shall be tagged for Thornton's review prior to removing the plant material. Any areas where Thornton determines significant plant material has been removed shall be replaced by the Service Provider and reimbursed accordingly. This survey will be completed by the 1st of June each year.

The Service Provider shall monitor on a regular basis the health of all plant materials and make necessary recommendations to Thornton with respect to management needs and concerns. The Service Provider shall be responsible for pruning all trees and shrubs on the property, with the exception of plant material over fifteen feet (15') in height. Plant material over fifteen feet (15') in height will be handled by Thornton. Tree and shrub pruning shall include sidewalk and street clearance, traffic sight lines, interference with irrigation, removal of broken branches, and removal of sucker and water sprout growth. All deciduous trees will have established and maintained a three foot (3') radius tree ring. These operations will be performed by the Service Provider on a monthly basis except during April-May. Additionally, a more extensive shrub trimming to include an overall pruning of all shrubs will occur in the spring after the plants have leafed out. The Service Provider shall maintain a two foot (2') diameter ring around the base of all trees that shall be kept free of weeds, grass, and debris.

Do not prune or clip shrubs into balled or boxed forms unless specifically called for by design.

All perennial plants shall be maintained by the Service Provider to insure the plant's health, vigor, and aesthetic appearance according to accepted horticultural practices. Remove spent flowers in July and September.

Any loss to plant material caused by improper watering shall be replaced at the Service Provider's expense.

At the end of the growing season, the Service Provider will meet with the Project Manager to identify trees that need tree wrap over the winter. The Service Provider will install tree wrap within ten (10) days of the meeting, and shall remove the tree wrap the following spring.

10.0 Aeration

10.1 General

All turf areas shall be aerated with a core aerator two (2) times per year in the spring (mid-April, mid-May) and fall (mid-August through September). Aeration shall be done so plugs are pulled from a depth of two inches (2"). No aeration shall be done on non-irrigated turf areas.

11.0 Additional Services

11.1 General

Additional Services not listed above may be required of the Service Provider during this Agreement period. These Services shall include, but not be limited to, irrigation repair, vandalism repair, pruning, tree replacement, sod replacement, etc.

12.0 Damage, Neglect and Vandalism

12.1 Service Provider is responsible for repairing damage (to Thornton's satisfaction) that results from maintenance operations. Turf, tree, or plants that are damaged or killed due to the Service Provider's operations, negligence, or improper application of chemicals shall be replaced at no cost to Thornton. If plant damage or death is caused by conditions beyond the Service Provider's control, replacement shall be at Thornton's expense.

12.2 If necessary in performing any Work under this Agreement, locate and identify all existing underground and overhead services and utilities within all Agreement limit Work areas. If needed during maintenance operations, notify all utility providers for on-site location verification (including depths). Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during maintenance operations at Service Provider's expense.

- 12.3 Control dust caused by the Work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities. Avoid erosion of soils and comply with all agency regulations.
- 12.4 Protect existing paving, and other services or facilities on site and adjacent to the site from damage caused by maintenance operations. Cost of repair and restoration of damaged items at Service Provider's expense.
- 12.5 Protect streetlights, signage, utility poles and services, traffic signal control boxes, curb boxes, valves, and other services.
- 12.6 Trees girdled by line trimmers, mowers, or maintenance operations will be replaced by the Service Provider promptly.
- 12.7 Sprinklers or structures that are damaged due to the Service Provider's operations must be replaced the Service Provider promptly. Likewise, damage to the irrigation system by others shall be corrected immediately by the Service Provider, at the Owner's expense.
- 12.8 All water damage, either natural or man-made, resulting from Service Provider's neglect shall be corrected at the Service Provider's expense.
- 12.9 Chemical or mechanical damage caused by maintenance operations will be repaired by the Service Provider's expense.
- 12.10 All damage to or thefts of landscaping and irrigation installations not caused or allowed by the Service Provider shall be corrected by the Service Provider at Thornton's expense upon the receipt of written authorization to proceed.
- 12.11 Thornton may demand the dismissal of workers, for any of the following reasons:
 1. Being discourteous or disrespectful to local residents, or the public;
 2. Abuse of pets;
 3. Disposing of rubbish in locations other than approved receptacles;
 4. Use of vulgar or abusive language;
 5. Use or possession of alcoholic beverages or drugs, other than over-the-counter prescription medications;
 6. Elimination of body waste in locations other than approved sanitation facilities;

7. Damage or defacement of private property outside of street easements;
8. Trespassing on private property; and/or
9. Use of water from private residences without the owner's permission.

EXHIBIT B
SERVICE PROVIDER'S PERSONNEL AND
SUBCONTRACTORS LISTING

CoCal Landscape Services, Inc. will not be using subcontractors.

EXHIBIT C

SCHEDULE OF CHARGES

| MAINTENANCE AREA | UNIT | ANNUAL CONTRACT PRICE |
|--|------------|-----------------------|
| GROUP 1: These locations have been traditionally serviced and Thornton is making an award for Group 1 locations below: | | |
| • 84 th Avenue and I-25 Interchange and Medians to Washington Street. | Lot | \$ 13,426.00 |
| • 136 th Avenue and I-25 Interchange and Medians to Washington Street. | Lot | \$ 9,975.00 |
| • 144 th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148 th Avenue. | Lot | \$ 11,508.00 |
| • Grant Street Median and Roundabouts from 144 th Avenue South to the Roundabout at approximately 141 st Avenue. | Lot | \$ 10,393.00 |
| Additional services as needed. | Labor Hour | \$ 65.00 |
| Other: | | |
| Irrigation Price List (attached) | | |

EXHIBIT D

AERIAL PHOTOGRAPHS

(Images attached under separate cover)

285-19 GROUP 1 AERIAL PHOTOGRAPHS (16 images)

84th Ave. Interchange at I-25; Medians to Washington

Image 1 of 3

North Side



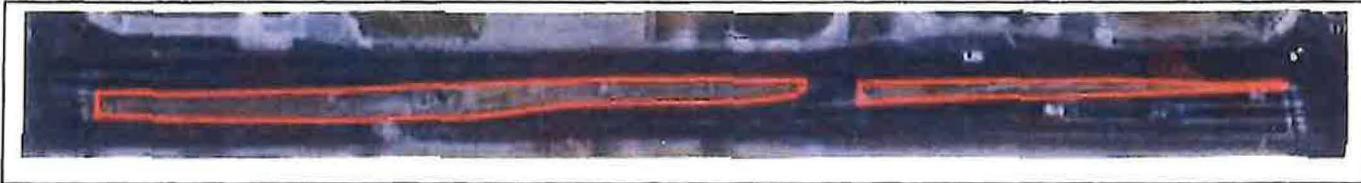
South Side

Image 2 of 3



84th Medians; I-25 to Washington

Image 3 of 3



136th Ave. Interchange at I-25; Medians to Washington

Image 1 of 2

North Quad

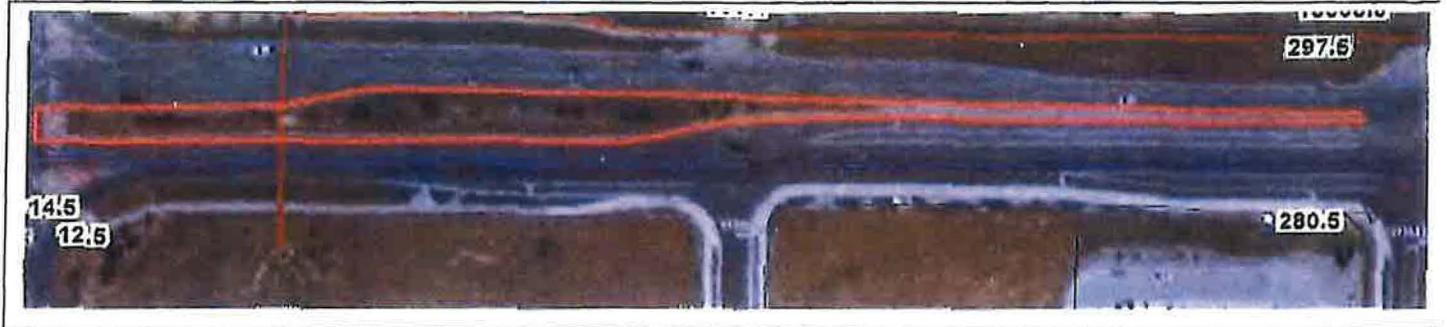


South Quad



136th Medians; I-25 to Washington

Image 2 of 2



144th Ave. and I-25 Interchange; Medians to Washington

Image of 1 of 6

North Quad



South Quad



144th Medians; I-25 to Washington

Image 2 of 6



Washington Street Medians North of 144th to 148th

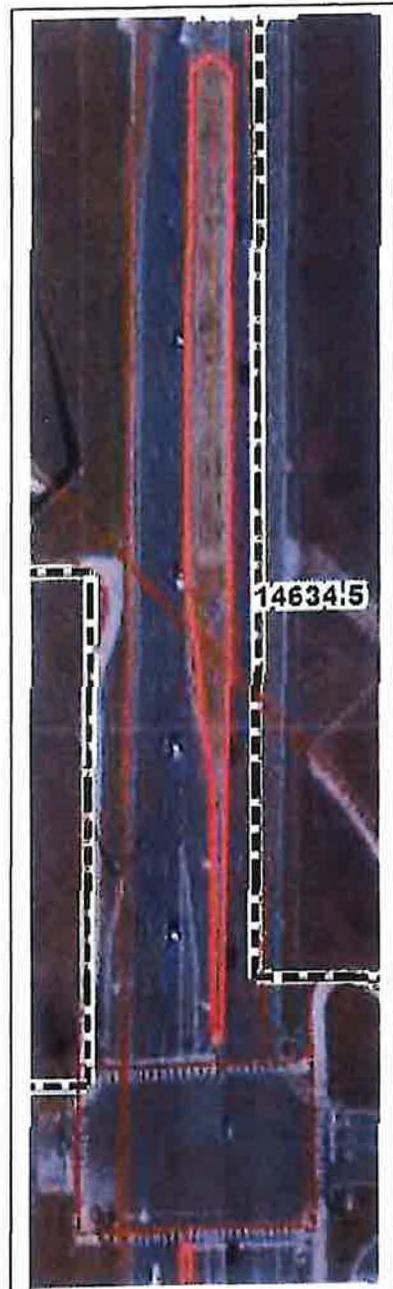


Image 3 of 6

Washington St. Medians North of 144th – 3 median areas with pattern concrete and irrigated raised shrub beds. The medians start at 144th heading north to approximately 148th.

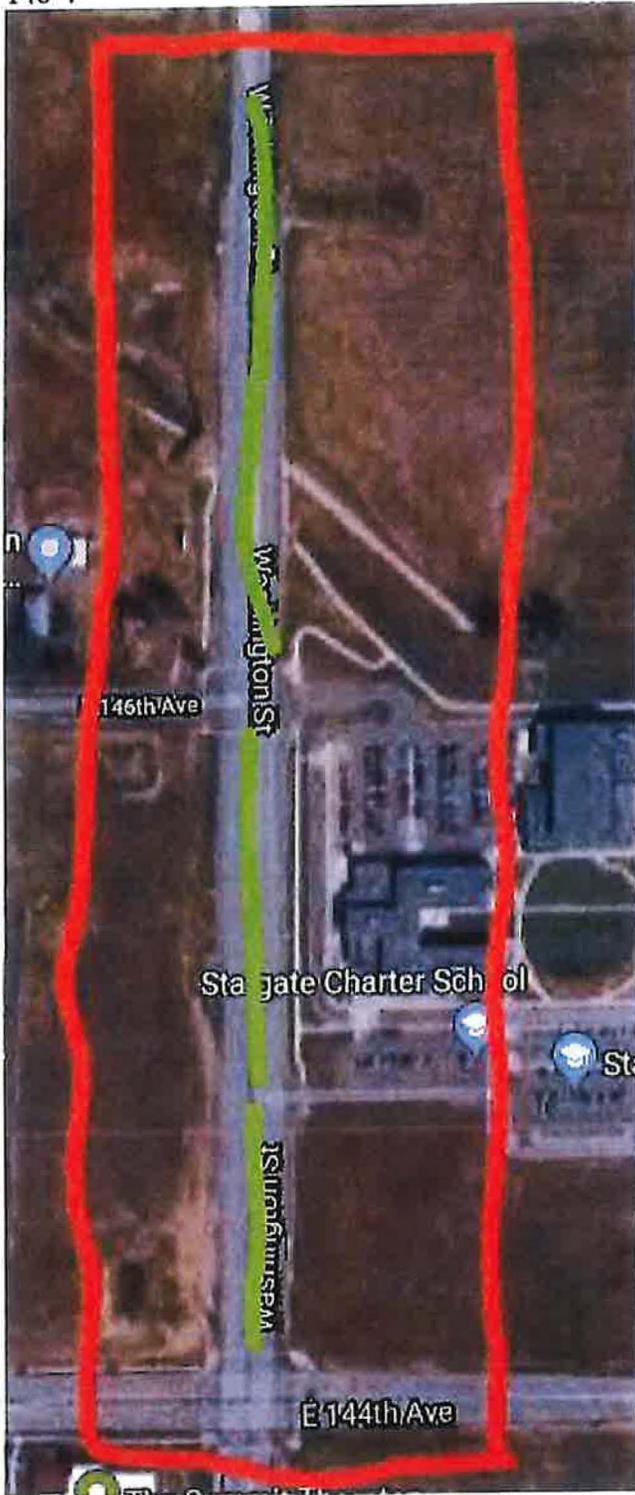


Image 4 of 6

North Median starting at approximately 148th Ave and ending at 146th Avenue – Pea gravel mulch, plant material, and pattern concrete area approximately 678 feet long and about 26 feet wide tapering to about 6 feet wide at the turn lane and pattern concrete area.

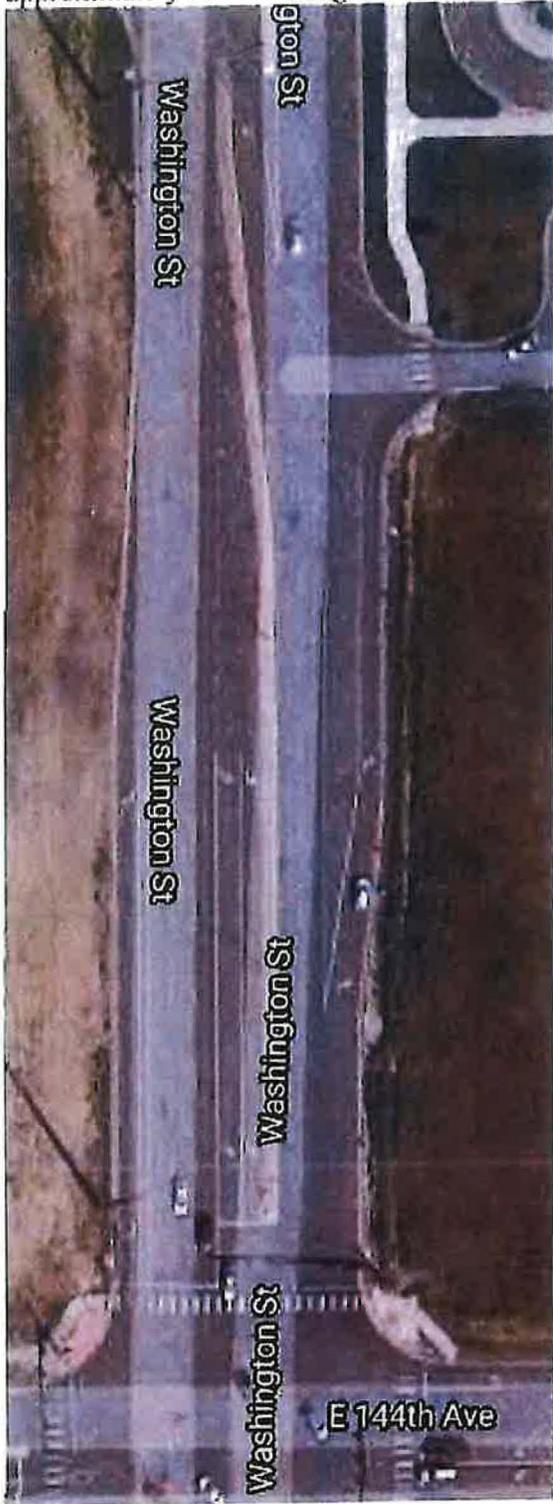


Image 5 of 6

Middle Median just south of 146th Avenue - Pea gravel mulch, plant material, and pattern concrete area approximately 485 feet long and about 24 feet wide tapering to about 6 feet wide at the turn lane and pattern concrete area.



South Median Starting at 144th heading north – Pattern concrete only median that is approximately 555 feet long and 6 feet wide.



Existing Grant Street Medians 144th South to the 2nd round a bout at approximately 141st.

2 median areas with pattern concrete, irrigated raised shrub/mulch beds, and turf areas in the 2 round a bouts.

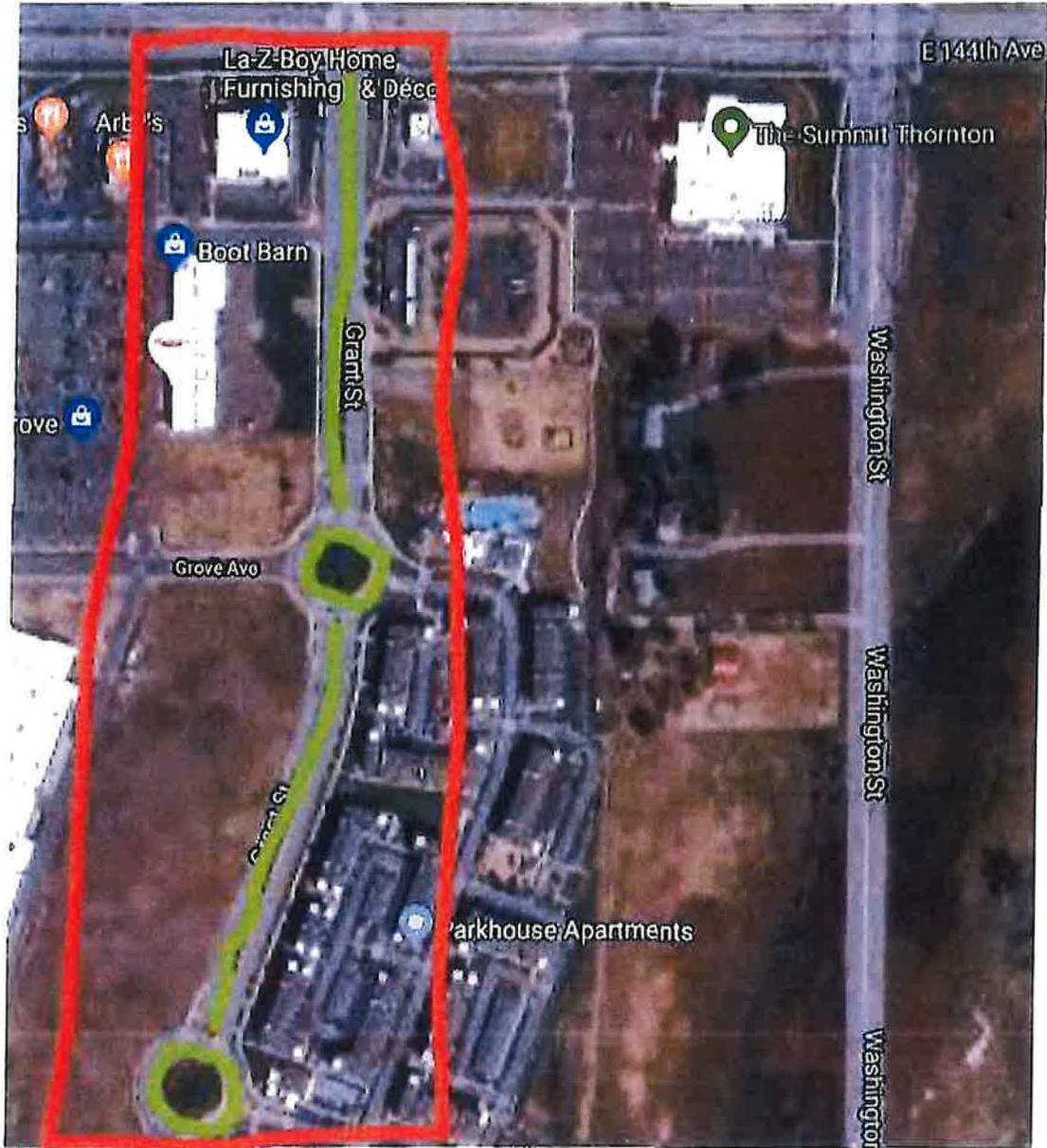


Image 2 of 5

North Median just south of 144th.

Pea gravel mulch, plant material, and pattern concrete area approximately 830 feet long and about 15' wide at its widest tapering to 6 feet wide on the pattern concrete at the north turn lane.



Image 3 of 5

North Round a bout at Grove Ave. – Approximately 9,380 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.



Median just south of round a bout at Grove Ave.

Pea gravel mulch, plant material, and pattern concrete area approximately 825 feet long and about 15' wide.

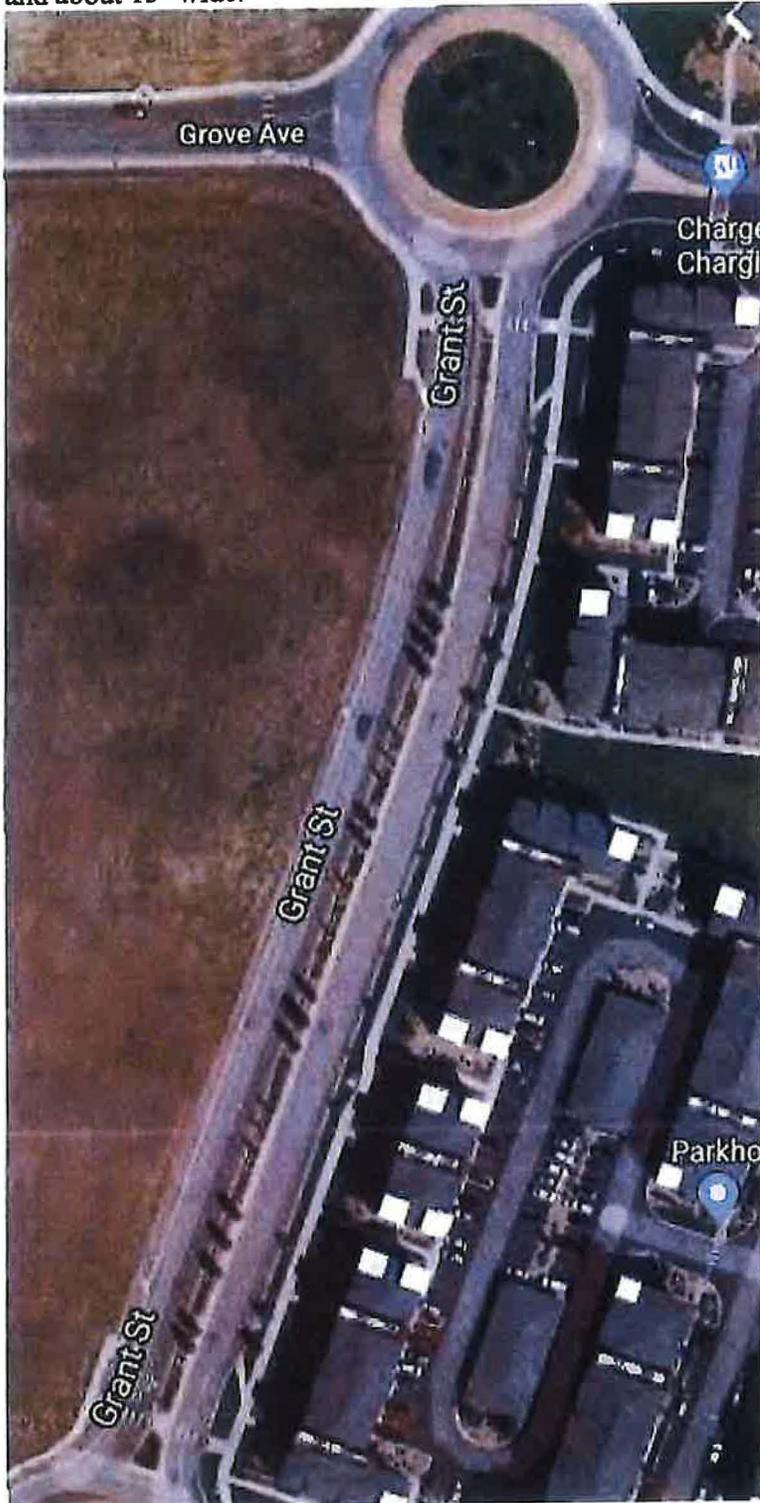


Image 5 of 5

Round a bout at Approximately 141st – Approximately 6,080 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.





IRRIGATION – MATERIALS & LABOR INCLUDED

| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
|-----------------------------------|-------------|------------|-------------|-------------------|
| SLEEVE PRICES | | | | |
| BORE SLEEVING | | | | |
| CL 160 PVC PIPE | 2" | 1 | LF | \$25.57 |
| CL 160 PVC PIPE | 4" | 1 | LF | \$27.40 |
| SLEEVING PRIOR TO PAVEMENT | | | | |
| CL 160 PVC PIPE | 2" | 150 | LF | \$366.81 |
| CL 160 PVC PIPE | 4" | 150 | LF | \$641.97 |
| CL 160 PVC PIPE | 6" | 150 | LF | \$700.86 |
| MOBILIZATION | | | | |
| CLEAN-UP | | 1 | DAY | \$155.78 |
| FITTINGS | | | | |
| SCH 40 ELBOW GASKET | 4" | 1 | EA | \$44.83 |
| SCH 40 45 | 4" | 1 | EA | \$48.63 |
| SCH 40 TEE | 4" | 1 | EA | \$50.89 |
| REDUCE COUPLING | 4" x 3" | 1 | EA | \$39.91 |
| SERVICE TEE | 4x4x2" | 1 | EA | \$50.89 |
| SERVICE TEE | 4x4x1.5" | 1 | EA | \$50.89 |
| QUICK COUPLER VALVE | | | | |
| 10" ROUND BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$175.09 |
| BRASS GATE VALVES THREADED | | | | |
| 10" ROUND BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$266.73 |
| BRASS GATE VALVES | | | | |
| 10" ROUND BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$193.41 |
| ITEM DESCRIPTION | | | | |
| BRASS GATE VALVES THREADED | 2.5" | 1 | EA | |
| 10" ROUND BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$165.44 |



| | | | | |
|----------------------------------|------|-----|----|----------|
| RB PESB CONTROL VALVES | 2" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$301.82 |
| RB PESB CONTROL VALVES | 1.5" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$263.38 |
| RB PESB CONTROL VALVES | 1" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$221.76 |
| RB PEB/PGA SOLENOID | | 1 | EA | \$36.31 |
| ROTORS | | | | |
| HUNTER I-20 ADV ASSEMBLY | | 1 | EA | \$31.58 |
| HUNTER I-25 ADV ASSEMBLY | | 1 | EA | \$46.85 |
| HUNTER I-40 ADJ ASSEMBLY | | 1 | EA | \$87.79 |
| HUNTER PGA 12" | | 1 | EA | \$44.27 |
| POP-UPS | | | | |
| RB 1812 SAM PRS WITH NOZZLES | | 1 | EA | \$31.46 |
| RB 1806 SAM PRS WITH NOZZLES | | 1 | EA | \$23.97 |
| RB 1804 SAM PRS WITH NOZZLES | | 1 | EA | \$14.48 |
| RB 1800NP | | 1 | EA | \$2.42 |
| DRIP POLY LINE | | 100 | LF | \$186.03 |
| EMITTERS & LINE | 1/4" | 1 | EA | \$2.29 |
| DRIP BLOW VALVE 6" ROUND W/COVER | | 1 | EA | \$23.70 |
| WIRE INSTALLED WITH MAINLINE | 14GA | 1 | LF | \$3.44 |
| WIRE INSTALLED WITH MAINLINE | 12GA | 1 | LF | \$3.49 |



**CITY AND COUNTY OF BROOMFIELD IRRIGATION PRICING FOR REPAIR WORK
MATERIAL ONLY – EXCLUDES LABOR**

| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
|-------------------------|------------------------|------------|-------------|-------------------|
| ADAPTER-PVC | 1-1/2" M x S | 1 | EA | \$1.06 |
| ADAPTER-PVC | 2" M x S | 1 | EA | \$1.38 |
| ADAPTER-PVC | 2-1/2" Male | 1 | EA | \$4.04 |
| BALL VALVE -SCH 40 | 2" S X S | 1 | EA | \$23.21 |
| BUSHING | 1" X 3/4" M X F | 1 | EA | \$1.47 |
| BUSHING | 1-1/2" 1" SP X S | 1 | EA | \$0.97 |
| BUSHING | 1-1/4" X 1" SP X S | 1 | EA | \$0.93 |
| BUSHING | 1-1/4" X 1-1/2" SP X S | 1 | EA | \$0.97 |
| BUSHING | 1-1/2" X 2" SP X S | 1 | EA | \$1.61 |
| BUSHING | 1" X 2" SP X S | 1 | EA | \$1.61 |
| BUSHING | 2" X 3" SP X S | 1 | EA | \$3.19 |
| COUPLER | Funny | 1 | EA | \$0.38 |
| COUPLER | 3/4" | 1 | EA | \$0.29 |
| COUPLER - PVC | 1" Slip | 1 | EA | \$0.57 |
| COUPLER - PVC | 1-1/4" SLIP | 1 | EA | \$0.78 |
| COUPLER - PVC | 1-1/2" SLIP | 1 | EA | \$0.83 |
| COUPLER | 2" SLIP | 1 | EA | \$1.28 |
| COUPLER | 2-1/2" SLIP | 1 | EA | \$2.83 |
| COUPLER | 3" SLIP | 1 | EA | \$4.42 |
| DRIP VALVE KIT | 3/4" | 1 | EA | \$56.69 |
| ELL 90 SLIP | 1/2" | 1 | EA | \$0.32 |
| ELL 90 | 3/4" S X F | 1 | EA | \$0.51 |
| ELL 45 SLIP | 1" | 1 | EA | \$1.09 |
| ELL 90 SLIP | 1" | 1 | EA | \$0.72 |
| ELL MARLEX | 1/2" | 1 | EA | \$0.79 |
| ELL MARLEX | 3/4" | 1 | EA | \$1.12 |
| ELL 90 SLIP | 1-1/4" | 1 | EA | \$1.28 |
| ELL 45 SLIP | 1-1/2" | 1 | EA | \$1.91 |
| ELL 90 SLIP | 2" | 1 | EA | \$2.43 |
| ELL 45 SLIP | 2" | 1 | EA | \$2.49 |
| ELL 45 SLIP | 2-1/2" | 1 | EA | \$5.57 |
| ELL 90 THREADED | 1-1/2" | 1 | EA | \$3.68 |
| EMITTERS | 1/2", 1, 2 GAL | 1 | LF | \$0.57 |
| FUNNY PIPE | PER FOOT | 1 | EA | \$0.40 |



| | | | | |
|-----------------------------|------------------------------|------------|-------------|-------------------|
| FUNNY TEES INS | | 1 | EA | \$0.75 |
| MARLEX | 1/2" | 1 | EA | \$0.79 |
| MARLEX | 1" | 1 | EA | \$1.89 |
| NIPPLE | 1/2" X 6" | 1 | EA | \$0.83 |
| NIPPLE | 3/4" X 6" | 1 | EA | \$1.02 |
| NIPPLE | 1" X 6" | 1 | EA | \$1.62 |
| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
| NIPPLE | 1-1/2" X 6" | 1 | EA | \$2.64 |
| NIPPLE | 2" X 4" | 1 | EA | \$3.13 |
| NOZZLES - RAINBIRD & HUNTER | | 1 | EA | \$1.89 |
| PINCH CLAMPS | 1" | 1 | EA | \$1.13 |
| PIPE - POLY DRIP | 3/4" | 1 | EA | \$0.25 |
| PIPE - PVC LATERAL - CL 200 | 1/2" | 1 | EA | \$0.24 |
| PIPE PVC CL 200 PER LF | 3/4" | 1 | LF | \$0.32 |
| PIPE PVC CL 200 PER LF | 1" | 1 | LF | \$0.44 |
| PIPE PVC CL 200 PER LF | 1-1/4" | 1 | LF | \$0.64 |
| PIPE PVC CL 200 PER LF | 1-1/2" | 1 | LF | \$0.72 |
| PIPE PVC CL 200 PER LF | 2" | 1 | LF | \$1.09 |
| PIPE PVC SCH 40 PER LF | 3/4" | 1 | LF | \$0.57 |
| PIPE PVC SCH 40 PER LF | 1" | 1 | LF | \$0.79 |
| PIPE PVC SCH 40 PER LF | 1-1/4" | 1 | LF | \$1.02 |
| PIPE PVC SCH 40 PER LF | 1-1/2" | 1 | LF | \$1.25 |
| PIPE PVC SCH 40 PER LF | 2" | 1 | LF | \$1.55 |
| PIPE PVC SCH 40 PER LF | 3" | 1 | LF | \$2.98 |
| PIPE PVC SCH 40 PER LF | 4" | 1 | LF | \$4.45 |
| PIPE PVC SCH 40 PER LF | 6" | 1 | LF | \$7.93 |
| SLIP FIX | 3/4" | 1 | EA | \$3.68 |
| SLIP FIX | 1" | 1 | EA | \$5.66 |
| SOLENOID - RAINBIRD | | 1 | EA | \$36.31 |
| SPAGHETTI TUBING PER LF | 3/4" | 1 | EA | \$0.11 |
| TEE -PVC | 1 X 1 X 1/2" SSF | 1 | EA | \$1.42 |
| TEE -PVC | 1 X 1 X 3/4" SSF | 1 | EA | \$1.70 |
| TEE -PVC | 1-1/2" X 1-1/2" X 1/2" SSF | 1 | EA | \$2.68 |
| TEE -PVC | 2-1/2" X 2-1/2" X 1-1/2" SSF | 1 | EA | \$9.51 |
| TEE -PVC | 3" X 3" X 1-1/2" SSF | 1 | EA | \$13.63 |
| VALVE - SCRUBBER | 1" | 1 | EA | \$131.32 |
| VALVE - SCRUBBER | 1-1/2" | 1 | EA | \$172.93 |
| VALVE - SCRUBBER | 2" | 1 | EA | \$211.37 |

CoCal Landscape



| | | | | |
|----------------------------|-------|---|----|---------|
| VALVE BOX W/ LID INSTALLED | ROUND | 1 | EA | \$19.00 |
| WIRE NUTS | | 1 | EA | \$1.43 |
| | | | | |

COME *Alive*
OUTSIDE®



**City of
Thornton**

**MEMORANDUM
Support Services**

DATE: April 15, 2020

| Route to: | Date Received | Date Signed | Initials |
|--|----------------------|--------------------|-----------------|
| Luis Corchado, City Attorney | | 4/17/20 | LC |
| Erika Senna, Budget Manager VIA EMAIL 4-15-20 | | | |
| Support Services Admin (for logging) | 4/20/20 | 4/20/20 | dem |
| Kimberly Newhart, Interim Finance Director | 4/21/20 | 4/21/20 | KW |
| Sean Saddler, PE, Contracts & Purchasing Director | 4/23/20 | 4/23/20 | SJ 1955 |
| Kristen N. Rosenbaum, City Clerk | 04/24/20 | 04/24/20 | CS |

FROM: Mary Sanchez, CPPB, Buyer II *MS*
Megan deGrood, CPPB, Purchasing Manager

SUBJECT: Agreement with CoCal Landscape Service requiring your signature

PROJECT: I-25 Interchange Landscape Maintenance Services, Project No. 285-19

BUDGET IMPACTS:

\$ 64,487.00 from Account No. 40410.7132

The enclosed documents are submitted for your review and signature.

- Prior Legal review by Michael Hickman
- 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. _____
- Current Master Agreement
- Other Master Agreement or Contract
Reason: _____
- This is a vendor derived document which has been reviewed by Legal.

file: I-25 Interchange Landscape Maintenance Services, Project 285-19

FIRST AMENDMENT TO GENERAL SERVICE AGREEMENT

This First Amendment to the General Service Agreement for I-25 Interchange Landscape Maintenance Services, Project No. 285-19 is entered into on this 29th day of June, 2020, between the City of Thornton, a home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 ("Thornton") and CoCal Landscape Services ("Service Provider"), having an office at 333 E 76th Avenue, Denver, CO 80229. Hereafter, Thornton and Service Provider may collectively be referred to as, the "Parties," or individually, as the "Party."

I. RECITALS

- A. On April 24th, 2020, the Parties entered into an Agreement for the I-25 Interchange Landscape Maintenance Services, Project No. 285-19 ("Original Agreement").
- B. Sixty (60) Calendar Days before the next one-year term began, Service Provider submitted a written request for an increase to its then billable rates as set forth in the Original Agreement's Exhibit C, which Thornton approved.
- C. Thornton will increase Service Provider's billable rates in accordance with Section F.4., Billable Rate Changes and provide the additional aerial photographs set forth in Exhibit D.
- D. The Parties now wish to amend the Original Agreement's Exhibits A, C, and D.

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the Original Agreement as enumerated hereafter.

II. AMENDED TERMS

- A. Pursuant to the Original Agreement's Article II.G., Changes to Service Provider's Scope of Work, the Parties agree to the following:
 1. **Exhibit A, Service Provider's Scope of Services.** Delete in its entirety the Original Agreement's Exhibit A, Service Provider's Scope of Services, and insert in its place the attached Revised Exhibit A, Service Provider's Scope of Services, First Amendment, which by this reference is incorporated and supersedes any previously approved Exhibit A.
 2. **Exhibit C, Schedule of Charges.** Delete in its entirety the Original Agreement's Exhibit C, Schedule of Charges, and insert in its place the attached Revised Exhibit C, Schedule of Charges, First Amendment, which by this reference is incorporated and supersedes any previously approved Exhibit C.

3. **Exhibit D, Aerial Photographs.** Delete in its entirety the Original Agreement's Exhibit D, Aerial Photographs, and insert in its place the attached Revised Exhibit D, Aerial Photographs, First Amendment, which by this reference is incorporated and supersedes any previously approved Exhibit D.

B. Confidentiality of Thornton's Information.

1. Thornton will provide Service Provider with reports and such other data as may be available to Thornton ("Project Information") and reasonably required by Consultant to perform the Services.
2. No Project Information shall be disclosed by Service Provider 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 Service Provider shall be returned to Thornton at the end of the Project upon Thornton's request. Service Provider is otherwise authorized by Thornton to retain copies of Project Information at Service Provider's expense.

C. 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") for this Project provided to Service Provider are and shall be the sole and exclusive property of Thornton. Aerial photography supplied by Thornton to Service Provider shall not be utilized by Service Provider for any purpose other than the Project.

III. MISCELLANEOUS TERMS

- A. Authority.** Service Provider warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Colorado; (3) it has all necessary power and has received all necessary approvals to execute and deliver this First Amendment to the Original Agreement; and (4) the individual executing this First Amendment to the Original Agreement on behalf of Service Provider has been duly authorized to act for and bind Service Provider.
- B. Merger.** The terms and conditions of the Original Agreement, the previously executed amendments and this First Amendment are, collectively, the entire agreement between the Parties with respect to the subject matter of the Agreement, and no alterations, amendments, changes, or modifications shall be valid unless they

are contained in an instrument executed by the Parties with the same formality as this First Amendment. Except as specifically modified by this First Amendment, all of the provisions of the Original Agreement shall remain in full force and effect and are ratified upon the execution of this First Amendment by the Parties.

- C. **Severability.** In case any term, condition or provision of this First Amendment is invalid or unenforceable for any reason and in any respect, such invalidity or unenforceability shall not affect any other term, condition or provision, and this First Amendment along with the Original Agreement shall be construed as if such invalid or unenforceable term, condition or provision had not been included.

- D. **Counterparts.** This First Amendment may be executed in any number of duplicate counterparts, each of which shall be deemed an original, and all of which together shall constitute the same instrument. The Parties agree and acknowledge that an electronic signature when delivered by a Party to the other Party shall be deemed an original signature for purposes of determining the enforceability of this First Amendment. By signing below, effectively makes each delivering Party subject to the liabilities, and bound to the performance of all obligations, terms and provisions, including all previous amendments, of the Original Agreement.

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

By: 
City Attorney

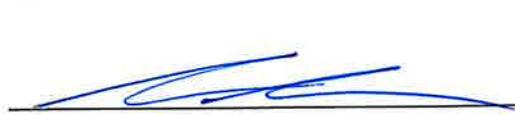
CITY OF THORNTON, COLORADO:


Kimberly Newhart
Interim Finance Director

ATTEST:


Kristen N. Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:


Sean Saddler, PE
Contracts and Purchasing Director

| | |
|--|--|
| <p>ATTEST FOR FIRM SIGNATURE: (if corporation)</p> | <p>COCAL LANDSCAPE SERVICES, INC:</p> |
| <p><u></u> Attester Signature</p> | <p><u></u> Authorized Signature</p> |
| <p><u>Joette Ortiz</u> Print Name</p> | <p><u>Jesus Medrano</u> Print Name</p> |
| <p><u>Contract Specialist</u> Title</p> | <p><u>General Manager</u> Title</p> |

REVISED EXHIBIT A
SERVICE PROVIDER'S SCOPE OF WORK
FIRST AMENDMENT

GROUP 1: Awarded Group 1 locations below:

- **84th Avenue and I-25 Interchange and Medians to Washington Street.**
- **136th Avenue and I-25 Interchange and Medians to Washington Street.**
- **144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148th Avenue.**
- **Grant Street Median and Roundabouts from 144th Avenue South to the Roundabout at approximately 141st Avenue.**

GROUP 2: The location below is being incorporated into the solicitation award in this First Amendment. The location was included in the solicitation but was not part of the initial award.

- **Grant Street Median and Roundabouts from 136th Avenue North to the Median South of approximately 141st Avenue.**

Maintenance Log: Applicable to All Locations

Service Provider shall maintain a log of all maintenance activities at all sites. A monthly report shall be e-mailed to Thornton's Project Manager to show the progress of maintenance that has been performed at the site. This log shall have the date, maintenance activity, and name of the person who performed activity documented for each occurrence. **Current log must be submitted with each pay request.**

STANDARD SPECIFICATIONS LANDSCAPE MAINTENANCE

1.0 General

1.1 Scope of Work

Complete year round landscape maintenance of designated areas as specified herein. During, and at the end of the maintenance period, all plant material shall be in a healthy, growing condition. The Service Provider shall provide all equipment, labor, and materials necessary for performing landscape maintenance and irrigation services according to the following specifications.

1.2 Definition of Terms

For the purpose of these specifications, the following words or terms shall be defined as hereinafter set forth:

1.2.1 "Additional Services" shall mean all landscape-related services including, but not limited to, vandalism repair, pruning, tree and shrub replacements, irrigation repairs, and fence repairs.

1.2.2 "Agreement" shall mean the agreement for landscape maintenance for the City of Thornton.

1.2.3 "Contractor" shall mean the person, corporation, or partnership performing the landscape maintenance services for Thornton.

1.2.4 "May" shall be permissive.

1.2.5 "Shall" shall be mandatory.

1.2.6 "Owner" shall mean the City of Thornton.

1.3 Time of Work

The Service Provider shall maintain all areas under this Agreement for the period of April 1, 2020, to December 31, 2024.

1.4 Quality of Work

All Work shall be performed in accordance with the best landscape maintenance practices.

1.5 Lost and Found Articles

The Service Provider shall ensure that all articles found by his employees while performing duties under this Agreement are turned in to the Project Manager.

1.6 References

All references to specifications are limited to these specifications and Contract Documents.

1.7 Service Provider Responsibility for Work

The Service Provider shall be responsible for all damages, losses or injuries that occur as a result of the fault or negligence of said Service Provider or his employees in connection with the performance of this Work.

1.8 Local Office

The Service Provider shall maintain a local office capable of receiving messages and contacting a responsible representative of the Service Provider during normal working hours. A local office is one that is a toll-free call. A mobile phone or paging service will be considered a local office.

1.9 Emergency Calls

The Service Provider shall have the capability to receive and respond immediately to calls of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by Thornton shall be referred to the Service Provider for immediate disposition.

1.10 Licenses and Permits

The Service Provider shall, prior to award of the Agreement and without additional expense to Thornton, possess all licenses required for the performance of the Work required by this Agreement. This includes a State license with a certification in Turf Pest and Weed Control.

1.11 Personnel

The Service Provider shall furnish sufficient supervisory and working personnel capable of promptly accomplishing, to the satisfaction of Thornton and on schedule, all Work required under this Agreement during regular and prescribed hours.

The Service Provider and his employees shall conduct themselves in a proper and efficient manner at all times. They shall cause the least possible annoyance to the public.

Thornton may require the Service Provider to remove from the Work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of Thornton.

The Service Provider shall have competent supervisors, who may be working supervisors, on the job at all time Work is being performed who are capable of discussing matters pertaining to this Agreement with Thornton representatives. Adequate and competent supervision shall be provided for all Work done by the Service Provider's employees to ensure accomplishment of high-quality Work, which will be acceptable to Thornton.

1.12 Company Identification

The Service Provider's employees will at all times wear clothing that identifies them as employees of the Service Provider's company. Company vehicles shall have a company identifying marker.

1.13 Subcontractors

All persons engaged in the Work will be considered employees of the Service Provider. The Service Provider shall be held directly responsible for the Work of all employees and subcontractors.

1.14 Equipment

All equipment, either owned or leased by the Service Provider, must be maintained in good working condition. Any and all repairs to equipment shall be the Service Provider's responsibility.

1.15 Repairs to Existing Facilities

All portions of existing structures or facilities, including irrigation systems, which are damaged or altered in any way as a result of the performance of Work under this specification during the term of this Agreement, shall be repaired or replaced to a like-new condition. All repairs must conform to codes and Parks Division specifications of Thornton. All Work of this kind shall be performed by the Service Provider at no cost to Thornton. Repairs shall be made on the day of damage or alteration, unless otherwise directed by Thornton.

1.16 Vandalism

Existing structures or facilities, including irrigation systems, which are damaged or altered in any way, including acts of God, vandalism, vehicular damage, theft, or mysterious damages that do not result from the performance of Work by the Service Provider, shall be repaired or replaced by the Service Provider based on the hourly and materials base bid, except for routine sprinkler maintenance which states "repairing all broken risers and nipples". The Service Provider shall notify the appropriate Thornton representative within twenty-four (24) hours of any damages caused by the above. Repairs shall not commence until written authorization of the Project Manager is obtained.

1.17 Safety Requirements

All Work performed under this Agreement shall be performed in such a manner as to provide maximum safety to the public and where applicable comply with all safety standards required by OSHA. Thornton reserves the right to issue restraint or cease and desist orders to the Service Provider when unsafe or harmful acts are observed or reported relative to the performance of the Work under this Agreement.

1.18 Hazardous Conditions

The Service Provider shall maintain all Work sites free of hazards to persons and property resulting from his operations. Any hazardous condition noted by the Service Provider, which is not a result of his Work, shall be immediately reported to the Project Manager.

1.19 Thornton Responsibility

Thornton will be responsible for all hazards in this Agreement areas, which are not a result of the Service Provider's Work. Thornton will not be responsible for hazards created by the negligence or omissions of the Service Provider.

1.20 Traffic Control

The Service Provider shall conduct the Work at all times in a manner that will not interfere with normal pedestrian traffic on adjacent sidewalks. Interference with vehicular traffic shall be in accordance with Part VI of the Manual On Uniform Traffic Control Devices, Work Zone Traffic Control, US DOT, FHA, Revision 4 – January 1995 or most recent version.

1.21 Maintenance Performance Inspections

Thornton, on a weekly basis, may inspect all areas under this Agreement for adherence to the specifications. Any deficiencies or deviations in the Work will be submitted to the Service Provider in writing for immediate correction.

1.22 Payment Process

The Contract Price will be broken out into six (6) months of summer service and six (6) months of winter service. The Contract Price will be divided by the number of months for that service. Winter services will be paid monthly January to March and October to December. Summer services will be paid monthly April to September.

The Service Provider will be paid monthly for Work performed satisfactorily under this Agreement. By the tenth of the month, the Service Provider shall submit a detailed report of maintenance performed and materials used in the prior month. This report shall be accompanied by a billing in accordance with the Contract Price for the Work performed and shall become the basis for payment. Thornton may withhold payment to such extent as may be necessary to protect Thornton from loss due to Work required in the specifications which is defective, inadequate, incomplete or not performed.

1.23 Thornton Representative

The following Thornton Representative will be the Project Manager for Thornton:

Nancy Biekarck, Horticulture Supervisor
8651 Colorado Boulevard, Thornton, CO 80229
Telephone Number: 303-255-7876

2.0 Irrigation

2.1 General

Irrigation shall be accomplished by the use of the existing automatic irrigation system. The Service Provider shall be responsible to perform all seasonal start up and shut down operations for the irrigation system. This includes the spring installation and testing/repair of backflows that are in Agreement areas and the removal and storage in the fall. Official documentation that all back flows have passed inspection will be completed and submitted to the Project Manager no later than June 1st each year.

2.2 Time of Operation

For the property owned by Thornton the Service Provider shall provide the base irrigation program to Thornton for approval based on the type of plant material and environmental site conditions. If the Service Provider is not skilled in the programming of web-based irrigation controllers used by Thornton, training will be provide to the Service Provider by Thornton staff to enter the base program into the field unit controller.

2.3 Water Application Rates

For the property owned by Thornton, the Service Provider must monitor the soil moisture and ET rates irrigating at a rate that is no more than eighty-five percent (85%) of ET unless written agreement with Project Manager to deviate from this value for special circumstances and make the necessary adjustments to the irrigation program as needed to prevent wasting water. When utilizing soil moisture sensors, the program parameters shall be set to maintain adequate soil moisture for plant health and avoid over watering. Water application rates that appear too high or too low must be reported to the Project Manager at the time of their occurrence or the Service Provider will be held responsible for any plant damage and replacement. Irrigation systems are to water between the hours of 10:00 p.m. and 6:00 a.m. Irrigation programs that need to water during the day must be approved by the Project Manager. No water will be allowed to run during rain events.

2.4 Irrigated Contracted Areas

The Service Provider shall be responsible to ensure that adequate moisture is being supplied to all plant material year round. The use of ET data will be required to ensure irrigation is no greater than eighty-five percent (85%) of ET and the use of soil moisture sensors is required where applicable (Baseline Systems). The Service Provider shall inform the Project Manager, in writing, of any concerns before the plant material shows damage caused by improper watering. Any loss to plant material caused by improper watering shall be replaced at the Service Provider's expense. Planting areas in irrigated Agreement areas shall be monitored weekly for soil moisture levels. The Service Provider is responsible for soil moisture levels year-round. Winter watering will be required by the Service Provider if determined by soil moisture levels.

The Service Provider shall either charge up and re-winterize the irrigation system or provide an alternate method, such as a water truck, to insure that all plant material is supplied with adequate moisture.

2.5 Operation of Automatic Irrigation Controllers

Where the operation of automatic irrigation controllers is required as part of this Agreement, the Service Provider shall:

1. Protect the security of Thornton property by keeping the controller cabinet doors and backflow cages locked at all times. If found unsecured (unlocked) a penalty of two hundred dollars (\$200.00) for the controller and two hundred dollars (\$200.00) for an unsecured (unlocked) backflow cage will be assessed. In either case, should damage occur directly attributable to the cage and/or the controller cabinet left unsecured, the cost for repairs/replacement will be the contractor's responsibility.
2. Be responsible for damages that are a result of negligence or mis-operation.

Thornton uses both RainMaster and Baseline irrigation controllers. RainMaster is equipped with a remote connection for a Pro-Max receiver/transmitter. The Service Provider may use the connections with their compatible equipment. Baseline utilizes a mobile application for remote control. The Service Provider may be given access only to the controllers they are operating, with the proper credentials. Any changes to personnel access must be submitted and approved by the city. No modifications or changes may be made to the controllers without prior written approval of the Project Manager.

2.6 Routine Irrigation System Maintenance

The Service Provider shall perform routine maintenance on the irrigation system components on a weekly basis. Routine maintenance shall include the following maintenance tasks:

1. Unplugging components, i.e., valves, heads, piping, etc., rendered non-functional due to rock, rust, debris, etc.
2. Making all routine adjustments to heads including raising, straightening and pattern. Plant material interfering with coverage will be trimmed. Removal of tree limbs will require authorization from the City Forester.
3. Weekly system inspection:
 - a. Check controller programming, time clock setting, and reprogram as required by the computer program schedule.

- b. Review each station thoroughly and perform any necessary repairs or routine maintenance operations. Report repairs to the Project Manager on a weekly basis.

4. Repairing all broken risers and nipples:

- a. The Service Provider is responsible to make all repairs to damaged nipples and risers regardless of cause of failure. Repairs made to damage caused through no fault of the Service Provider will be reimbursed at rates included in the Service Provider's standard rate sheet attached to the Schedule of Charges. Repairs to damage caused by the Service Provider shall be repaired at his own cost.

Any replacement equipment or parts must be of the same brand, model number, nozzle size, and new or as specified by the Project Manager. The Service Provider shall maintain all irrigation systems in such a way as to insure proper coverage and full working capability.

2.7 Irrigation System Repair

Irrigation system repair shall consist of those operations not covered in routine irrigation system maintenance. When the Service Provider discovers a need for repair, he shall affect repairs immediately. On repairs that will be over one hundred dollars (\$100), the Service Provider shall notify the Project Manager before effecting repairs. At Thornton's option, Thornton may elect to repair irrigation problems instead of requiring the Service Provider to do so.

The Service Provider shall make an itemized report on the monthly billing listing staff hours spent, parts used, location and reason for each repair. When the Service Provider performs the repair Work, it shall be charged at the per hour rate in the Service Provider's standard rate sheet, attached to the Schedule of Charges, plus parts at list price less ten percent (10%) (wholesale). Thornton shall inspect all repair Work after its completion but before it is buried. An inspection by Thornton personnel will be required on all repairs before payment is made.

3.0 Mowing

3.1 Turf Grass Mowing

All lawn areas included in this Agreement shall be mowed with either power reel-type or rotary mowers. The mower blades or reels shall be sharpened and maintained so as to provide a smooth, even cut without tearing. The cutting adjustment will provide a uniform, level cut without ridges or depressions. For Thornton's property, the mowing height shall be set at three and one-half inches (3 ½").

Any damage to turf, trees, shrubs, sprinkler system components, benches, picnic tables, pavilions, irrigation enclosures, light poles, buildings or other objects during mowing or trimming operations shall be repaired at the Service Provider's expense. Any irreparable damage to the trees, resulting in the loss of value of the trees, will be charged to the Service Provider. The damage amount will be calculated by the City Forester under the guidelines set forth by the Council of Tree and Landscape Appraisers.

3.2 Mowing Frequency

Mowing shall be performed so that no more than one-third (1/3) of the grass blade is removed during each mowing in returning the grass to the accepted height or one (1) time each week, whichever is most often. That is to say mowing could be required in excess of once a week during fast growth periods.

a. Native Grass Mowing

All native grass areas considered buffers along walks or behind citizen homes will be mowed on a twenty-one (21) day mowing cycle at a height of five inches (5") and at a six foot (6') width behind homes and a two – five foot (2-5') width along sidewalks, depending on terrain. Five foot (5') is preferred. Curbs and fence lines will be string trimmed. Fence lines can be sprayed with non-selective herbicide no more than twelve inches (12") from the fence. The rest of the native turf area will be mowed one (1) time per year at five inch (5") height after September 15th each year. The Service Provider will be responsible for plant and fence damages on private property caused by mowing or herbicide application. Sidewalks will be edged each cycle.

b. Special Conditions

Additional locations requiring Work: Prebble Creek, North Creek Farms Park, York Street median south of Highway 7, Washington Street medians south of Larkridge medians, and the rest of the Grant Street medians between 144th Avenue and 136th Avenue.

4.0 Edging and Trimming

4.1 Turf Grass Edging

All turf shall be edged adjacent to all improved surfaces so that the foliage is maintained within the turf area. Any overgrowth into improved surfaces such as curbs, gutter areas, or sidewalks shall be removed once every two (2) weeks. Gutters and fence lines may be neatly sprayed to a maximum

of a six inch (6") width with Round-Up herbicide or equal.

4.2 Turf Grass Trimming

After each mowing, the grass around all obstructions (such as vacuum breakers, curbs, etc.) shall be trimmed to match the height of the open turf areas. Trimming shall be accomplished around irrigation system sprinkler heads as necessary to permit maximum water coverage by the system. The contractor is encouraged to spray a non-selective herbicide around all trees at a three foot (3') radius from the center of the trunk to avoid mower damage of the tree trunks during string trimming operations. If the contractor chooses to trim around trees instead, he will be held accountable for tree trunk damage as evaluated by the City Forester. Thornton will be reimbursed the value of the tree or the tree will be replaced by the contractor at their cost.

5.0 Clippings Removal

5.1 Turf Grass Clippings

Excessive grass clippings shall be removed. The Service Provider shall be responsible for disposal of all clippings. Absolutely no debris, trash, clippings or other materials are to be dumped on the vacant properties adjacent to the maintenance area.

5.2 Cleanup

Any visible grass clippings left on sidewalks, streets, curbs or turf areas shall be cleaned up and removed after each mowing.

6.0 Weed Control

6.1 Weed Control in Turf Areas

All landscaped areas within the specified maintenance areas shall be kept free of weeds. Weeding may be done manually or by the use of a selective herbicide or pre-emergent. The Service Provider shall exercise extreme care in the use of selective weed killers so as not to damage desirable plants. The Service Provider shall replace any desirable plants or trees damaged beyond recovery as a result of their spraying.

One application of a broadleaf herbicide (2,4-D Amine or equivalent) shall be applied to all turf areas in the fall (mid-August to mid-September). Additional herbicide applications will be applied if necessary and shall be billed as an Additional Service.

Any weed control in native turf areas shall be at Thornton's option and shall

be billed as an Additional Service.

6.2 Mulching Weed Control in Shrub Beds

Weed growth in shrubs and shrub bed areas shall be controlled on a weekly basis year round. The mulch in these areas will be kept at a depth of three to four inches (3" - 4") minimum that discourages growth of any plant material deemed undesirable. Mulching of shrub beds will take place in the spring and fall and as needed. Thornton shall have the option to provide the mulch.

For the property owned by Thornton, weeds and grass may be removed by methods of the Service Provider's choosing; however, Service Provider shall be responsible for damage to plant material caused by such methods, including overspray of herbicides, at a minimum.

6.3 Weed Control in Medians

The Service Provider shall remove all weeds in the medians and adjacent concrete areas each week year round. This includes plant bed areas and all concrete areas. The Service Provider shall also remove all undesirable trees, grasses, and shrub plants from the planting beds.

6.4 Weed Control along Fence Lines

The Service Provider shall keep the area between the fence and both sides of the sidewalk and curbs free of weeds and other vegetation at all times. The Service Provider shall be responsible for any damage to adjacent property as a result of spraying the fence line with herbicides.

6.5 State of Colorado Licensing for Pesticide Application

The Service Provider will be required to submit a copy of a current State of Colorado Applicator's License with their proposal. Any proposal received without this license will not be considered. The license must contain a Turf Weed Control Certification.

6.6 Spraying Schedule

Before chemical spraying, the Service Provider shall submit a schedule of spraying with the type and application rate. Spraying must be approved by the Project Manager.

7.0 Fertilizing Schedule

a. Fertilization of Irrigated Turf

Fertilizing shall be done twice yearly. First application shall be completed in May, and the second application in September. Fertilizer shall be 20-5-10% iron, 0% U-Flexx, or equivalent, applied at the rate of one (1) pound of nitrogen per one thousand (1,000) square feet. To avoid staining, all fertilizer must be swept from concrete surfaces before watering.

8.0 Litter, Trash, Leaf, and Debris Pickup

8.1 General

All areas, drainages and grates covered under this Agreement shall be kept free of trash, debris, tree limbs, branches, leaves, and other foreign matter. Trash removal shall be done weekly year round.

8.2 Pre-Mowing Cleanup

The Service Provider shall remove all paper, tree branches and limbs, and debris from each lawn area prior to mowing. Mowing over paper and debris is considered an unsafe and unacceptable practice.

9.0 Tree, Shrub, and Plant Care

9.1 General

At the beginning of each growing season, it shall be the Service Provider's responsibility to survey all plant material, including medians, to determine the health and viability of the plant material. Any plants deemed to be unhealthy or over fifty percent (50%) dead shall be tagged for Thornton's review prior to removing the plant material. Any areas where Thornton determines significant plant material has been removed shall be replaced by the Service Provider and reimbursed accordingly. This survey will be completed by the 1st of June each year.

The Service Provider shall monitor on a regular basis the health of all plant materials and make necessary recommendations to Thornton with respect to management needs and concerns. The Service Provider shall be responsible for pruning all trees and shrubs on the property, with the exception of plant material over fifteen feet (15') in height. Plant material over fifteen feet (15') in height will be handled by Thornton. Tree and shrub pruning shall include sidewalk and street clearance, traffic sight lines, interference with irrigation, removal of broken branches, and removal of sucker and water sprout growth. All deciduous trees will have established and maintained a three foot (3') radius tree ring. These operations will be performed by the Service Provider on a monthly basis except during April-May. Additionally, a more extensive shrub trimming to include an overall pruning of all shrubs will occur in the spring after the plants have leafed out. The Service Provider shall maintain a

two foot (2') diameter ring around the base of all trees that shall be kept free of weeds, grass, and debris.

Do not prune or clip shrubs into balled or boxed forms unless specifically called for by design.

All perennial plants shall be maintained by the Service Provider to insure the plant's health, vigor, and aesthetic appearance according to accepted horticultural practices. Remove spent flowers in July and September.

Any loss to plant material caused by improper watering shall be replaced at the Service Provider's expense.

At the end of the growing season, the Service Provider will meet with the Project Manager to identify trees that need tree wrap over the winter. The Service Provider will install tree wrap within ten (10) days of the meeting, and shall remove the tree wrap the following spring.

10.0 Aeration

10.1 General

All turf areas shall be aerated with a core aerator two (2) times per year in the spring (mid-April, mid-May) and fall (mid-August through September). Aeration shall be done so plugs are pulled from a depth of two inches (2"). No aeration shall be done on non-irrigated turf areas.

11.0 Additional Services

11.1 General

Additional Services not listed above may be required of the Service Provider during this Agreement period. These Services shall include, but not be limited to, irrigation repair, vandalism repair, pruning, tree replacement, sod replacement, etc.

12.0 Damage, Neglect and Vandalism

12.1 Service Provider is responsible for repairing damage (to Thornton's satisfaction) that results from maintenance operations. Turf, tree, or plants that are damaged or killed due to the Service Provider's operations, negligence, or improper application of chemicals shall be replaced at no cost to Thornton. If plant damage or death is caused by conditions beyond the Service Provider's control, replacement shall be at Thornton's expense.

12.2 If necessary in performing any Work under this Agreement, locate and identify all existing underground and overhead services and utilities within all Agreement limit Work areas. If needed during maintenance operations,

notify all utility providers for on-site location verification (including depths). Provide adequate means of protection of utilities and services designated to remain. Repair utilities damaged during maintenance operations at Service Provider's expense.

- 12.3 Control dust caused by the Work. Dampen surfaces as required. Comply with pollution control regulations of governing authorities. Avoid erosion of soils and comply with all agency regulations.
- 12.4 Protect existing paving, and other services or facilities on site and adjacent to the site from damage caused by maintenance operations. Cost of repair and restoration of damaged items at Service Provider's expense.
- 12.5 Protect streetlights, signage, utility poles and services, traffic signal control boxes, curb boxes, valves, and other services.
- 12.6 Trees girdled by line trimmers, mowers, or maintenance operations will be replaced by the Service Provider promptly.
- 12.7 Sprinklers or structures that are damaged due to the Service Provider's operations must be replaced the Service Provider promptly. Likewise, damage to the irrigation system by others shall be corrected immediately by the Service Provider, at the Owner's expense.
- 12.8 All water damage, either natural or man-made, resulting from Service Provider's neglect shall be corrected at the Service Provider's expense.
- 12.9 Chemical or mechanical damage caused by maintenance operations will be repaired by the Service Provider's expense.
- 12.10 All damage to or thefts of landscaping and irrigation installations not caused or allowed by the Service Provider shall be corrected by the Service Provider at Thornton's expense upon the receipt of written authorization to proceed.
- 12.11 Thornton may demand the dismissal of workers, for any of the following reasons:
 1. Being discourteous or disrespectful to local residents, or the public;
 2. Abuse of pets;
 3. Disposing of rubbish in locations other than approved receptacles;
 4. Use of vulgar or abusive language;

5. Use or possession of alcoholic beverages or drugs, other than over-the-counter prescription medications;
6. Elimination of body waste in locations other than approved sanitation facilities;
7. Damage or defacement of private property outside of street easements;
8. Trespassing on private property; and/or
9. Use of water from private residences without the owner's permission.

REVISED EXHIBIT C
SCHEDULE OF CHARGES
FIRST AMENDMENT

| MAINTENANCE AREA | UNIT | ANNUAL CONTRACT PRICE |
|---|------------|-----------------------|
| GROUP 1: These locations have been traditionally serviced and Thornton is making an award for Group 1 locations below: | | |
| • 84 th Avenue and I-25 Interchange and Medians to Washington Street. | Lot | \$ 13,426.00 |
| • 136 th Avenue and I-25 Interchange and Medians to Washington Street. | Lot | \$ 9,975.00 |
| • 144 th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148 th Avenue. | Lot | \$ 11,508.00 |
| • Grant Street Median and Roundabouts from 144 th Avenue South to the Roundabout at approximately 141 st Avenue. | Lot | \$ 10,393.00 |
| Additional services as needed. | Labor Hour | \$ 65.00 |
| Other: | | |
| Irrigation Price List (attached) | | |
| GROUP 2: Thornton is interested in expanding services to the location below, which was listed as one (1) of five (5) possible additional locations in the original solicitation: | | |
| • Grant Street Median and Roundabouts from 136 th Avenue North to the Median South of approximately 141 st Avenue. | Lot | \$ 12,282.00 |

REVISED EXHIBIT D
AERIAL PHOTOGRAPHS
FIRST AMENDMENT

(Images attached under separate cover)

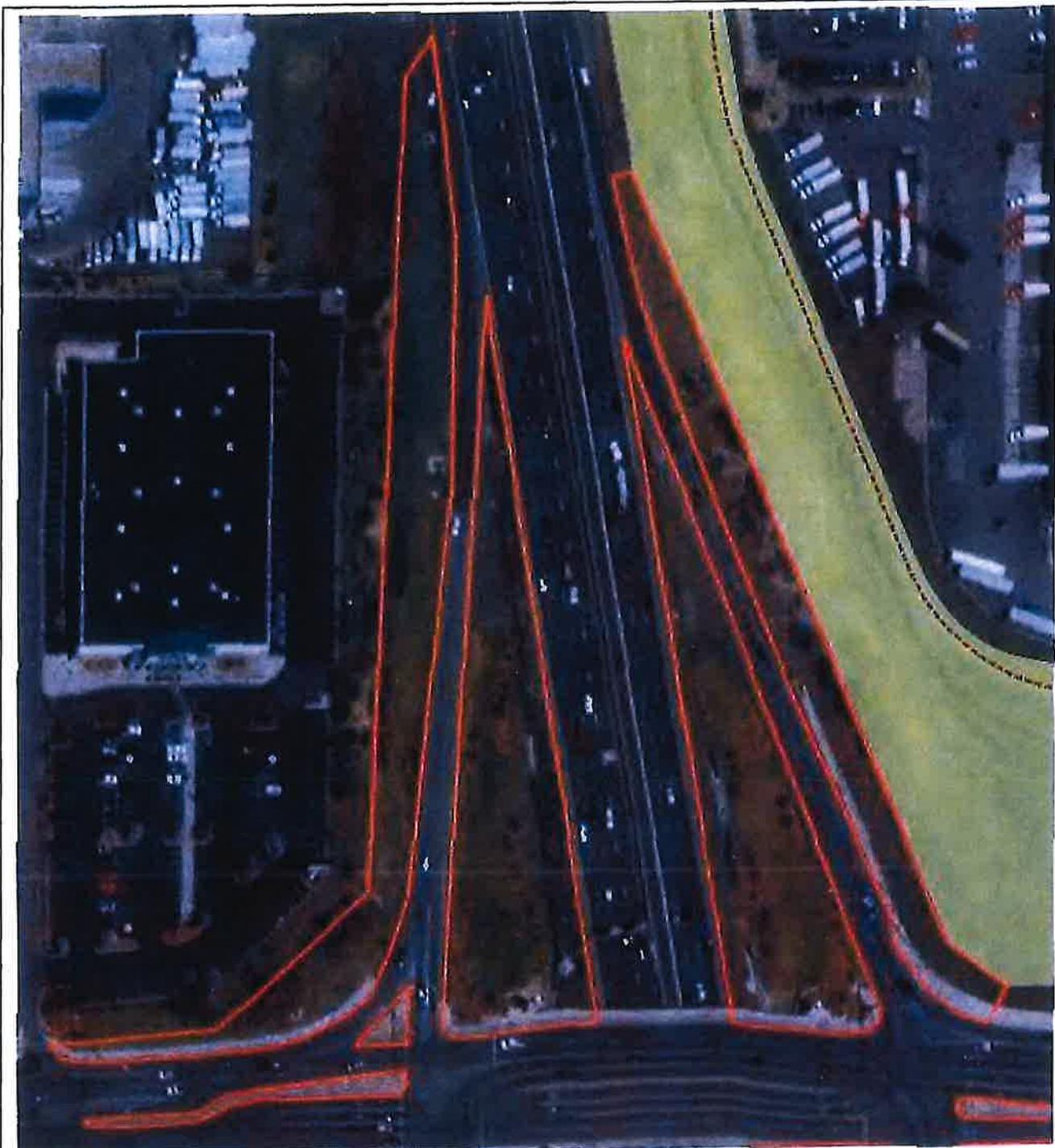
285-19 GROUP 1 AERIAL PHOTOGRAPHS (16 images)

**285-19 GROUP 2 GRANT ST MEDIAN AND ROUNDABOUTS
AERIAL PHOTOGRAHS (8 images)**

84th Ave. Interchange at I-25; Medians to Washington

Image 1 of 3

North Side



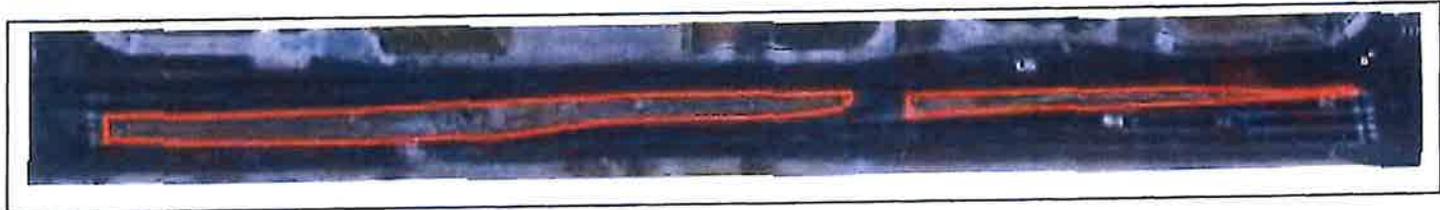
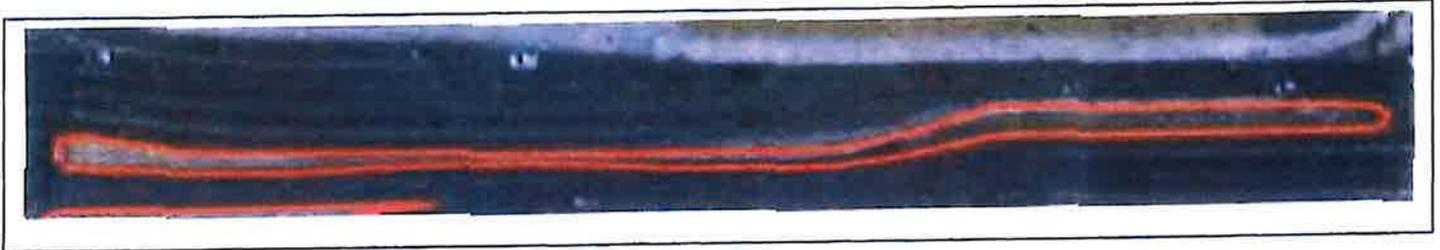
South Side

Image 2 of 3



84th Medians; I-25 to Washington

Image 3 of 3



136th Ave. Interchange at I-25; Medians to Washington

Image 1 of 2

North Quad

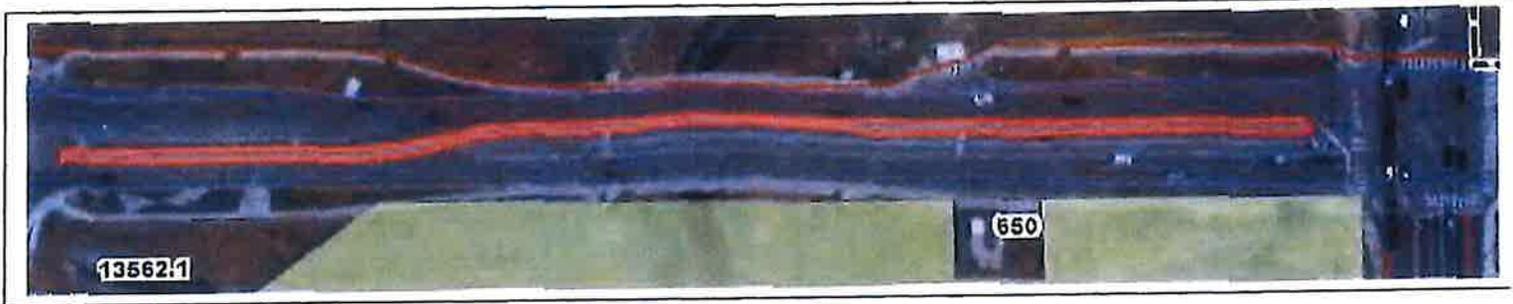
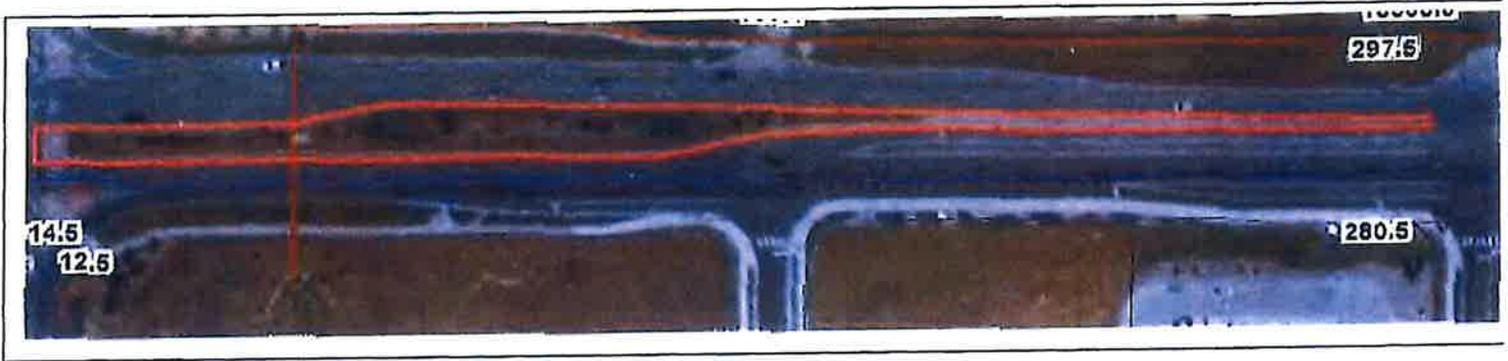


South Quad



136th Medians; I-25 to Washington

Image 2 of 2

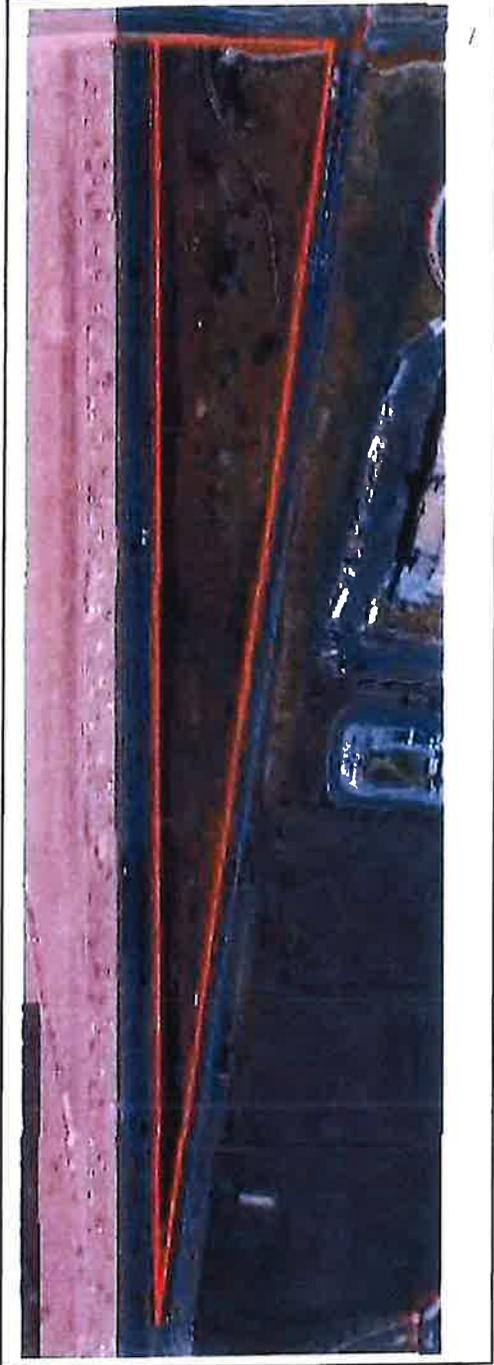


144th Ave. and I-25 Interchange; Medians to Washington

Image of 1 of 6

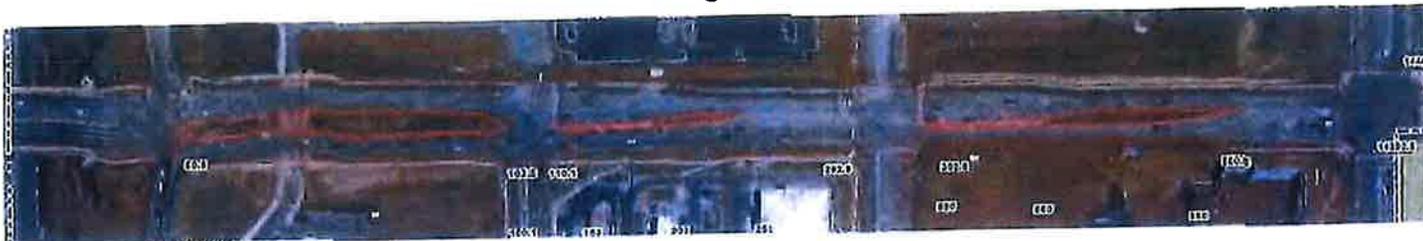
North Quad

South Quad

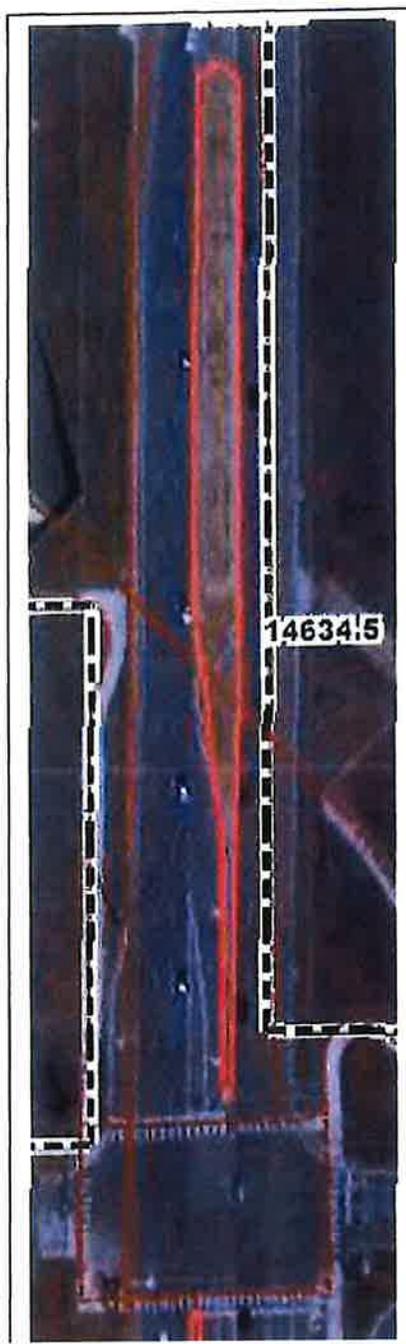


144th Medians; I-25 to Washington

Image 2 of 6



Washington Street Medians North of 144th to 148th



Washington St. Medians North of 144th – 3 median areas with pattern concrete and irrigated raised shrub beds. The medians start at 144th heading north to approximately 148th.

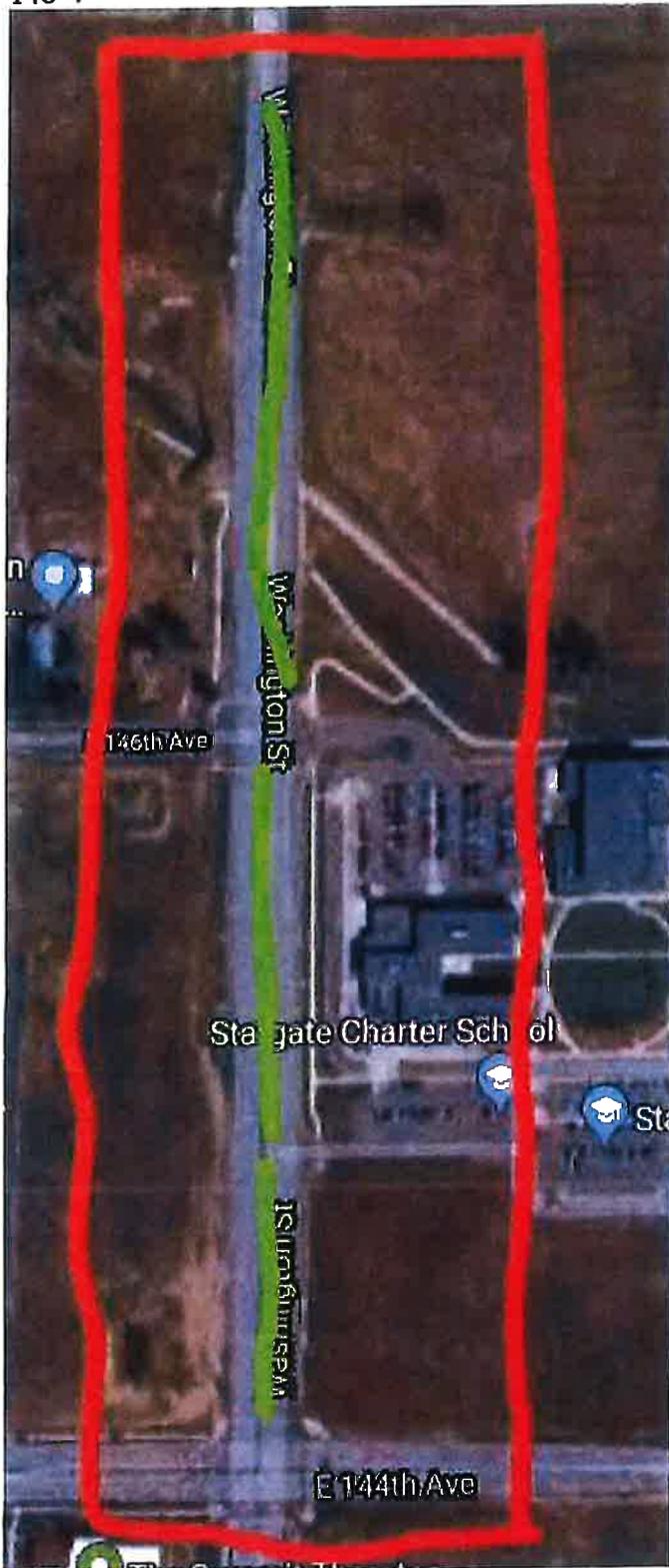
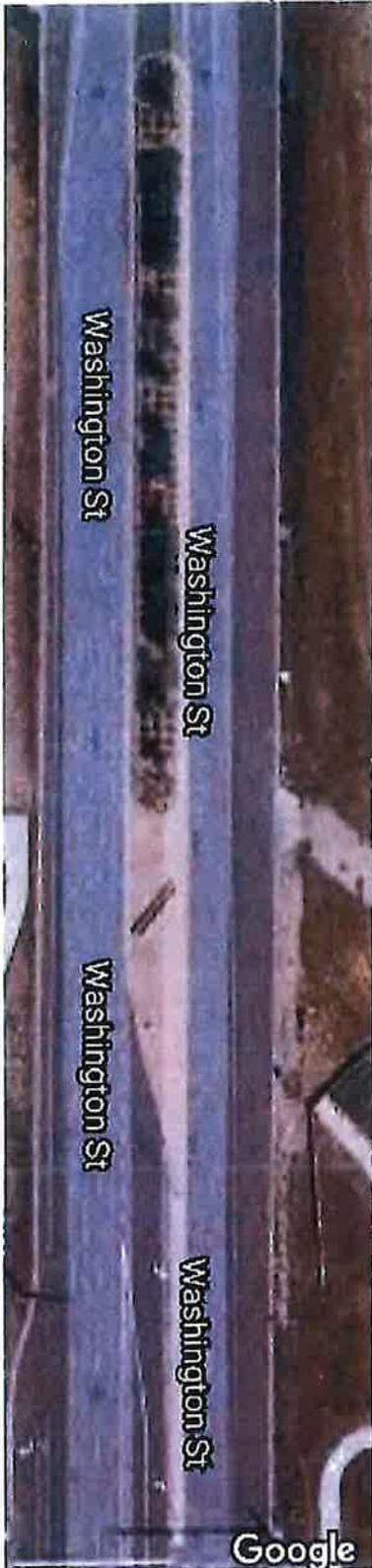
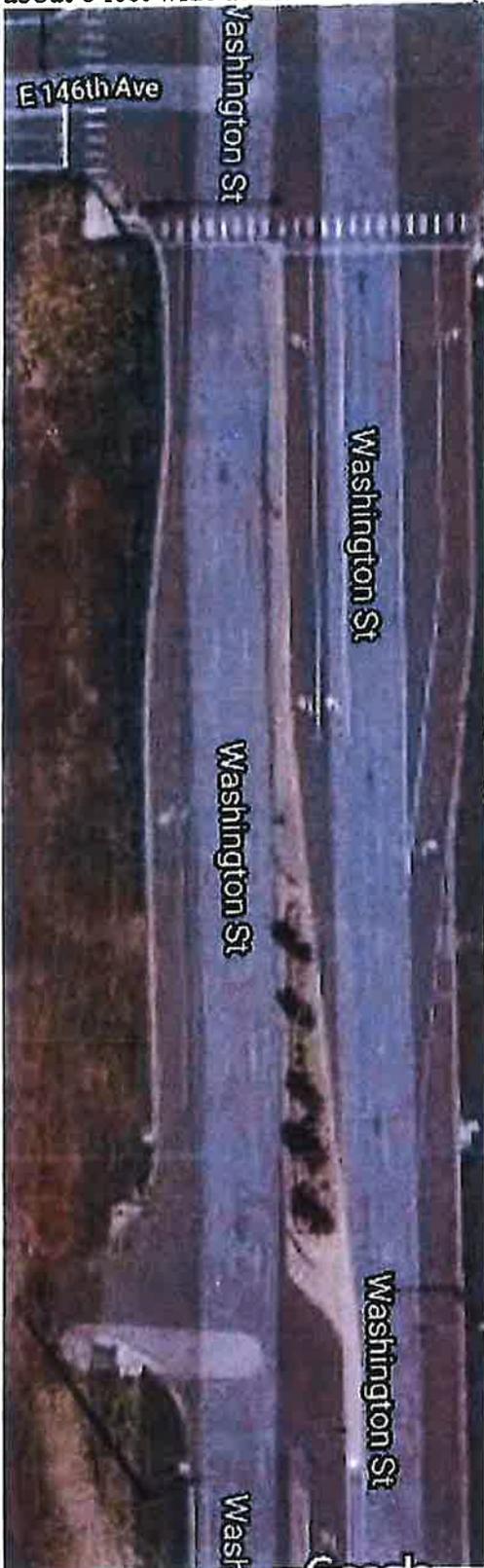


Image 4 of 6

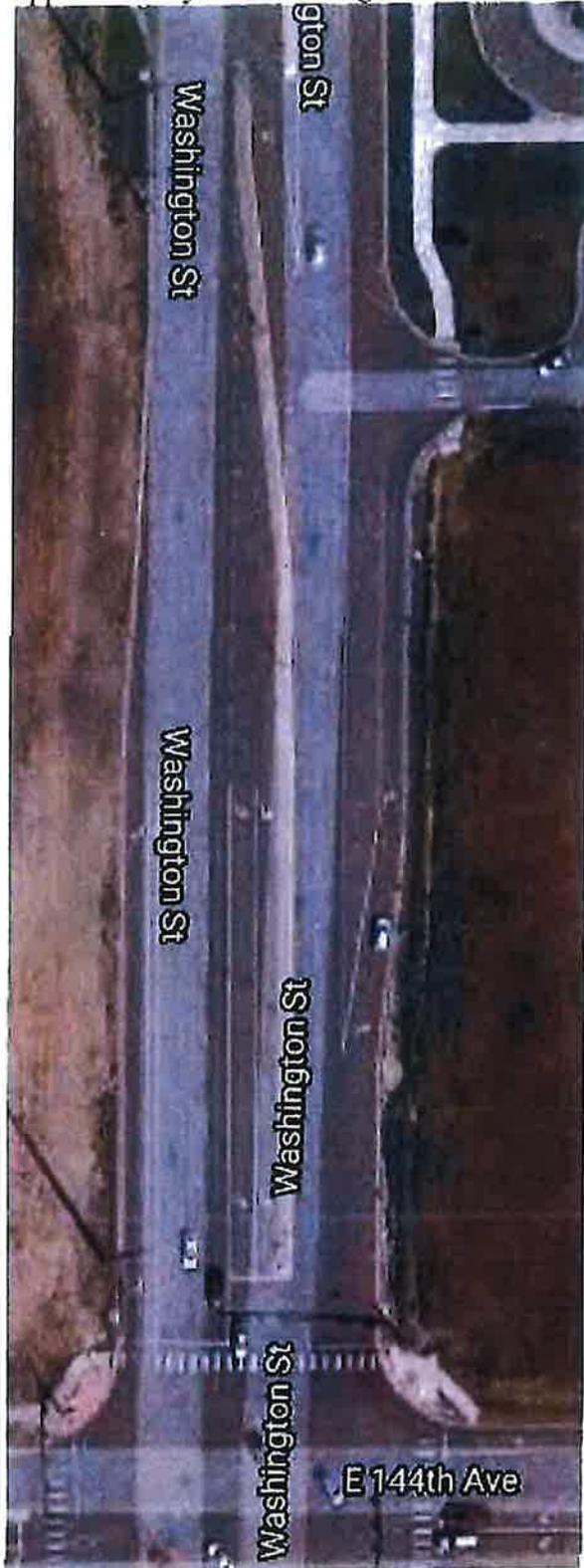
North Median starting at approximately 148th Ave and ending at 146th Avenue – Pea gravel mulch, plant material, and pattern concrete area approximately 678 feet long and about 26 feet wide tapering to about 6 feet wide at the turn lane and pattern concrete area.



Middle Median just south of 146th Avenue - Pea gravel mulch, plant material, and pattern concrete area approximately 485 feet long and about 24 feet wide tapering to about 6 feet wide at the turn lane and pattern concrete area.

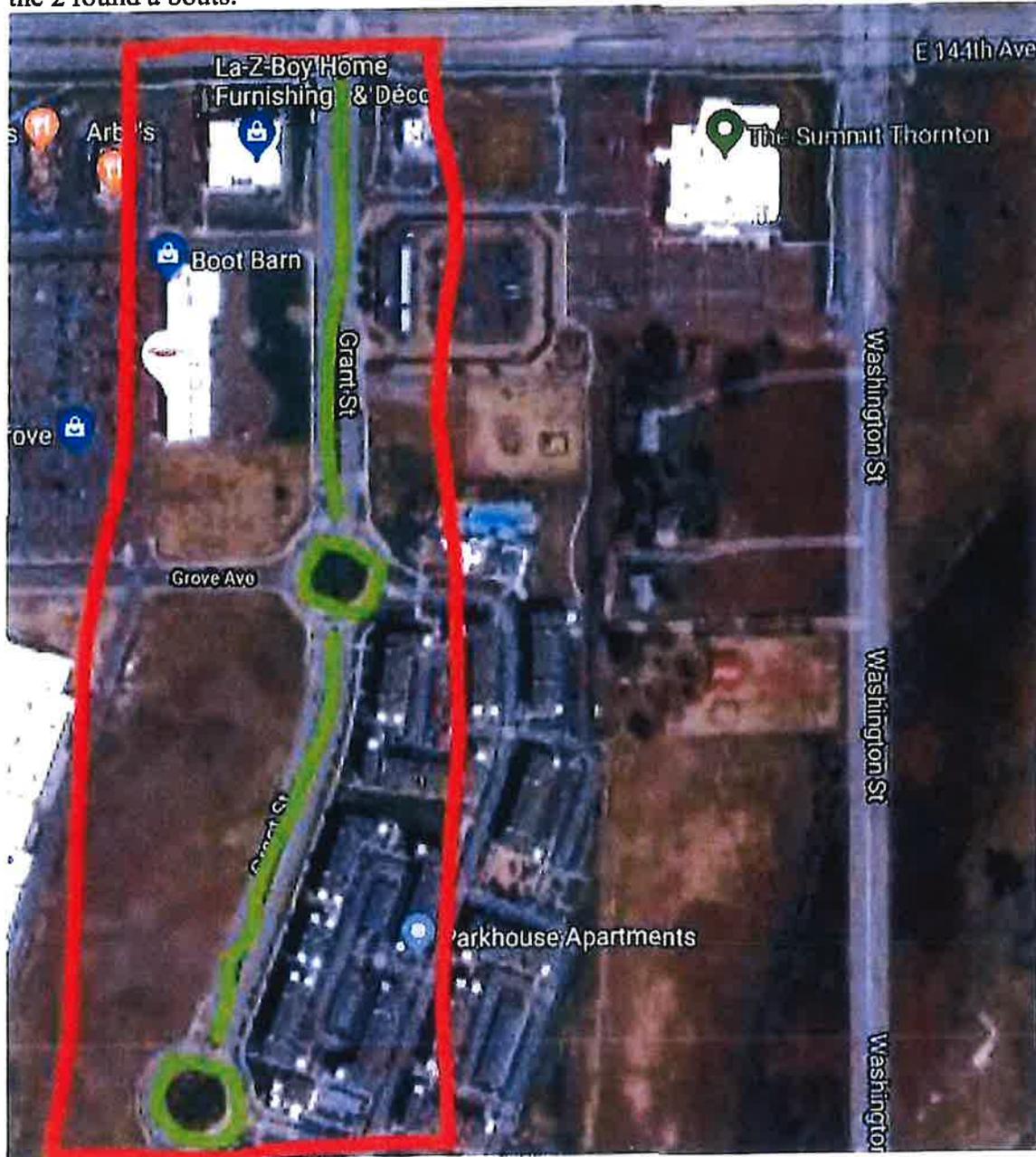


South Median Starting at 144th heading north – Pattern concrete only median that is approximately 555 feet long and 6 feet wide.



Existing Grant Street Medians 144th South to the 2nd round a bout at approximately 141st.

2 median areas with pattern concrete, irrigated raised shrub/mulch beds, and turf areas in the 2 round a bouts.



North Median just south of 144th.

Pea gravel mulch, plant material, and pattern concrete area approximately 830 feet long and about 15' wide at its widest tapering to 6 feet wide on the pattern concrete at the north turn lane.



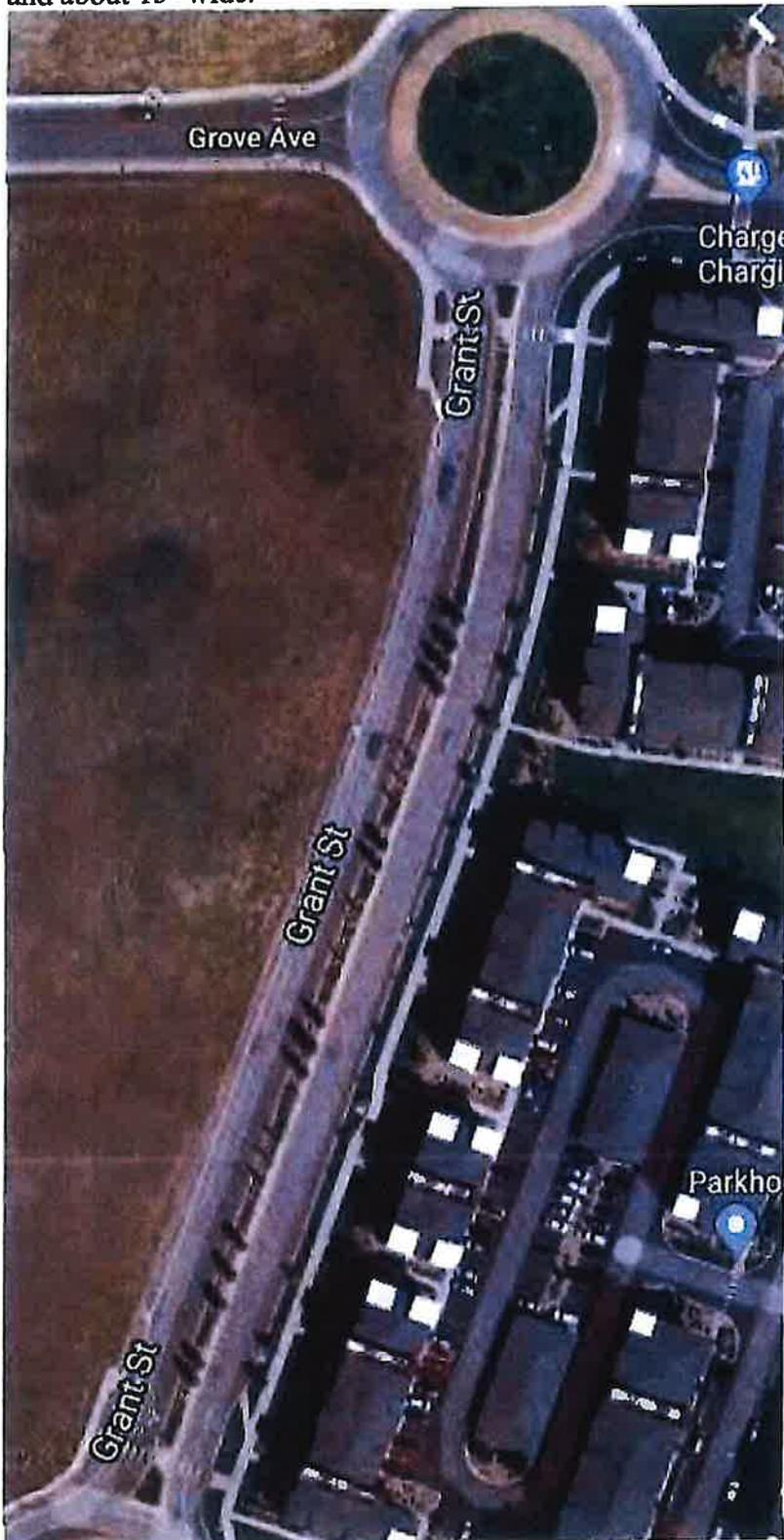
Image 3 of 5

North Round a bout at Grove Ave. – Approximately 9,380 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.



Median just south of round a bout at Grove Ave.

Pea gravel mulch, plant material, and pattern concrete area approximately 825 feet long and about 15' wide.

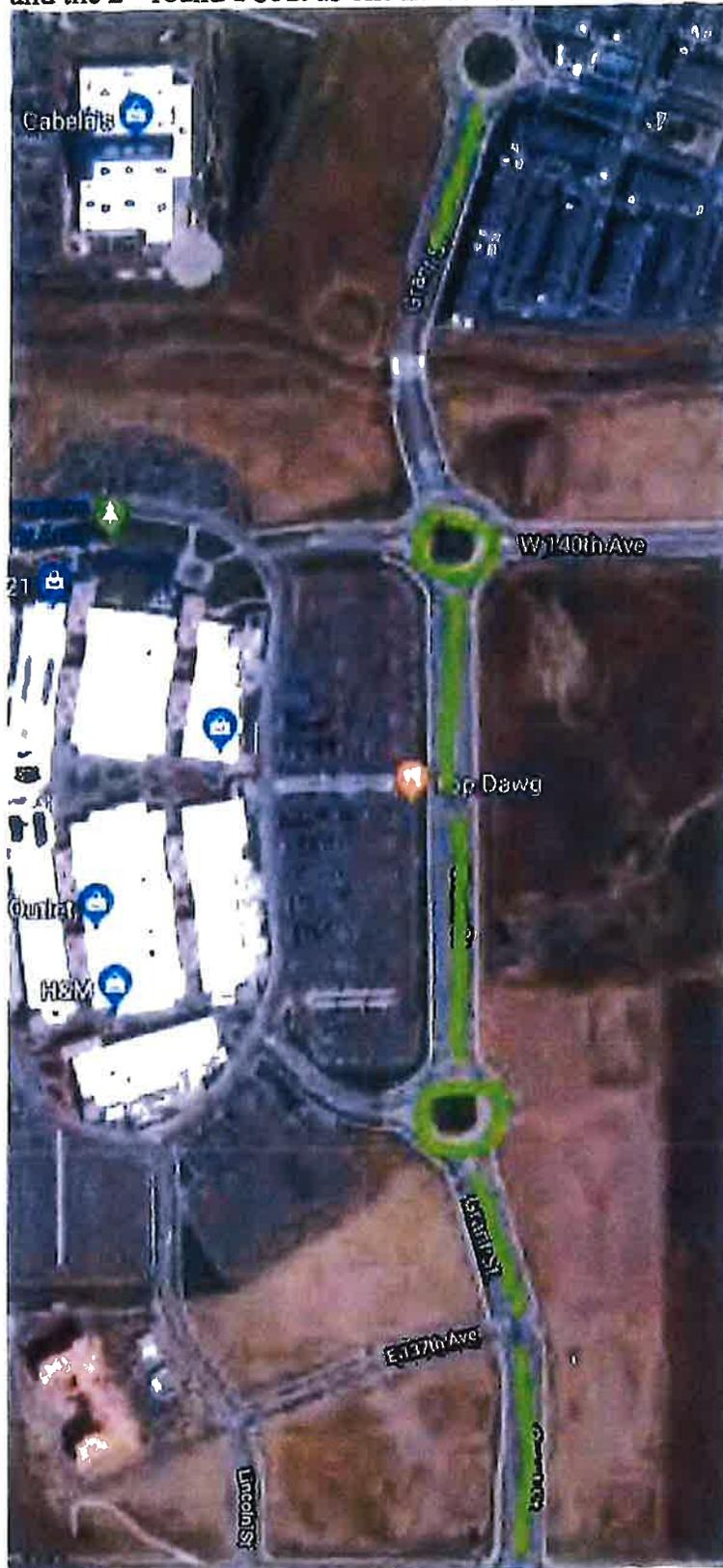


Round a bout at Approximately 141st – Approximately 6,080 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.



Image 1 of 8

Grant Street Median Additons 136th Avenue to the round a bout north of 140th.
We would be adding an additional 2 round a bouts and 5 median beds between 136th Ave. and the 2nd round a bout as one heads south from 144th.



Starting from the northern most of the new beds and heading south are as follows
North Median – Pea Gravel mulch and plant material that is approximately 370 feet long
and 15 feet wide.



Image 3 of 8

Round a bout at 140th – approximately 6,750 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.

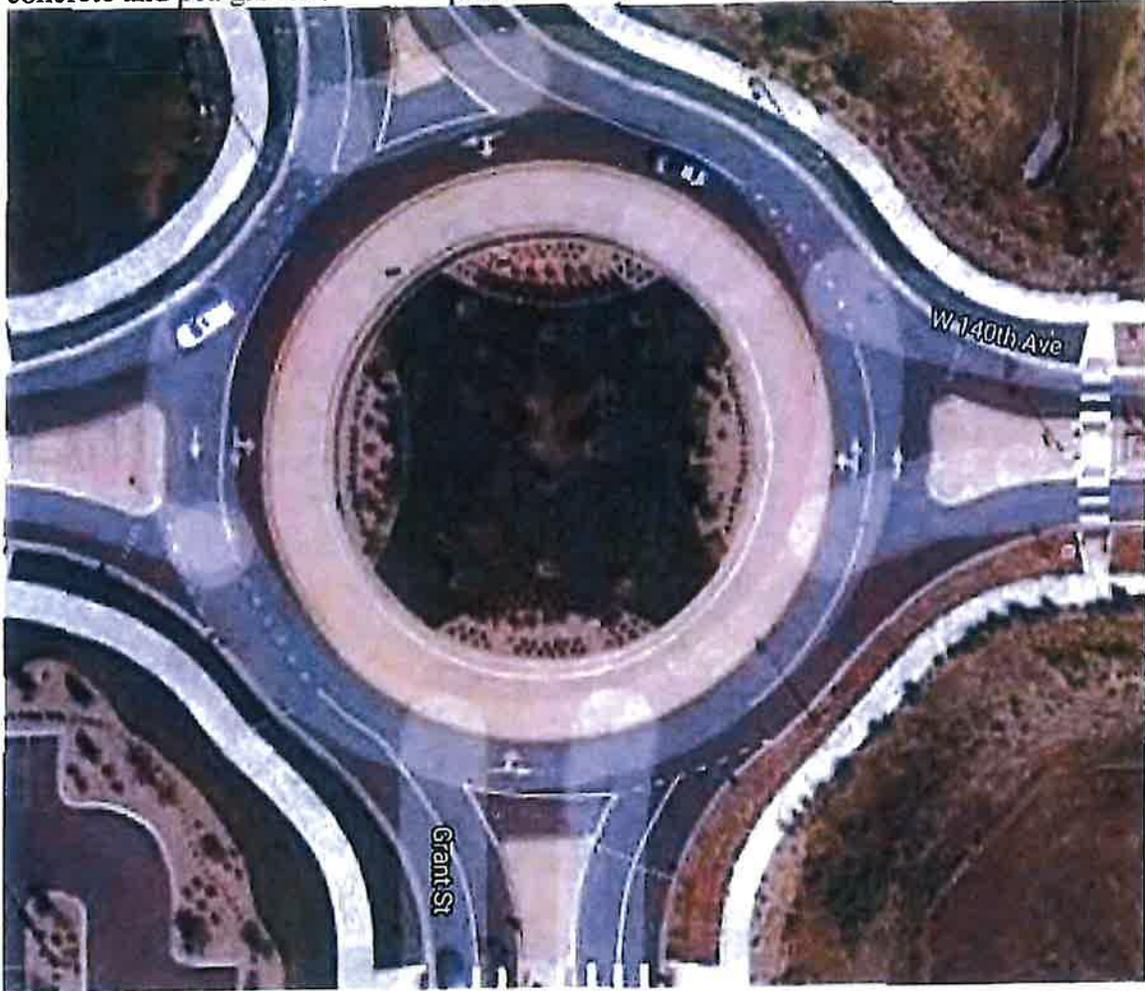


Image 4 of 8

1st median south of round a bout at 140th Ave. – approximately 390 feet long and 15 feet wide where shrub bed is then tapers to approximately 7 feet wide at the pattern concrete future turn lane.

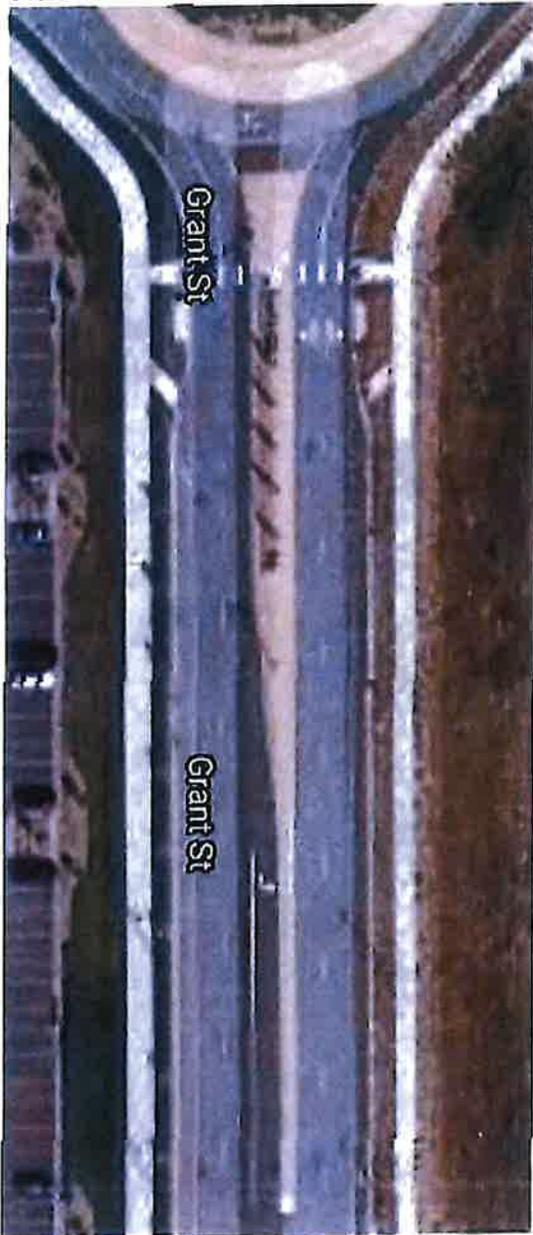
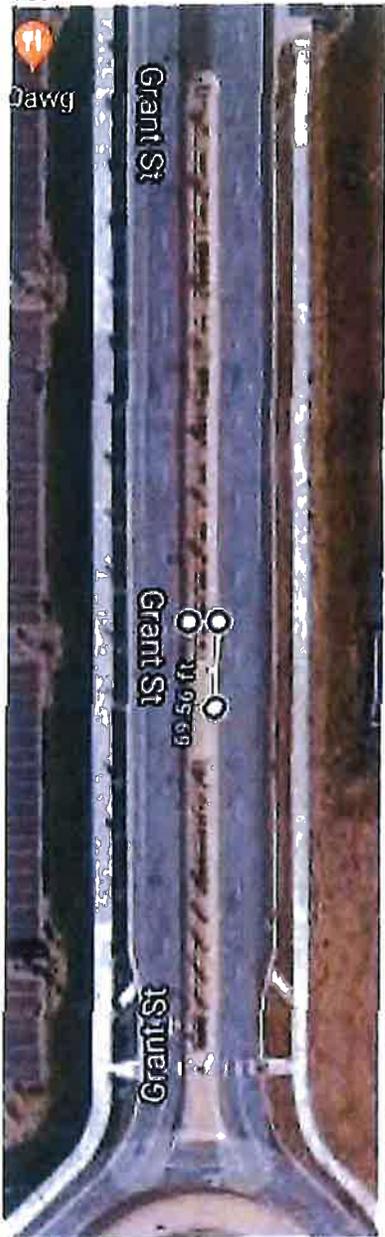


Image 5 of 8

2nd Median south of 140th Ave round a bout – approximately 550 feet long and 15 feet wide. 2 pea gravel mulch beds with irrigated plant material and pattern concrete splitting the 2 beds and on each end of the median.



Round a bout north of 136th Avenue - approximately 6,750 square feet of irrigated blue grass, pattern concrete and pea gravel beds with plant material.

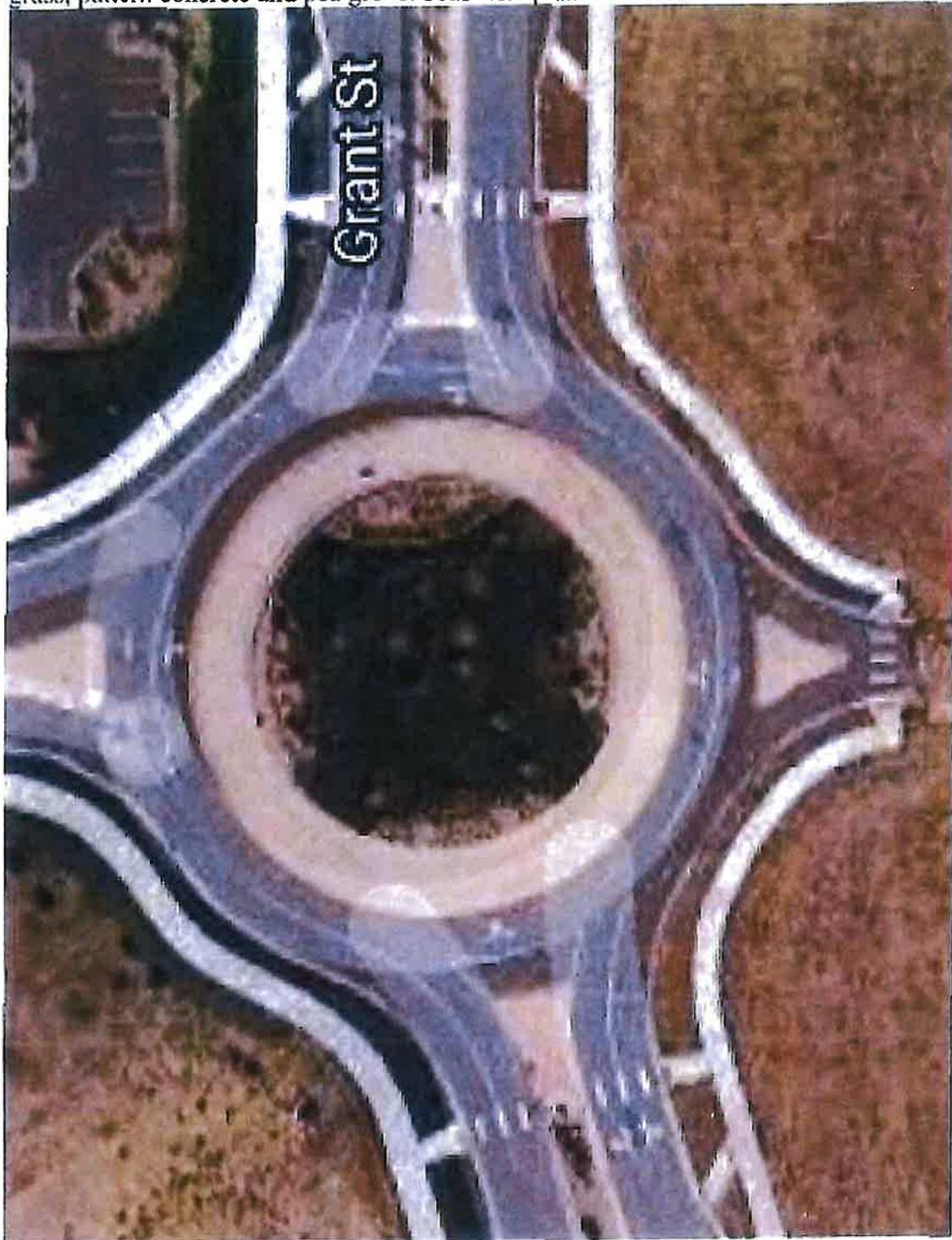
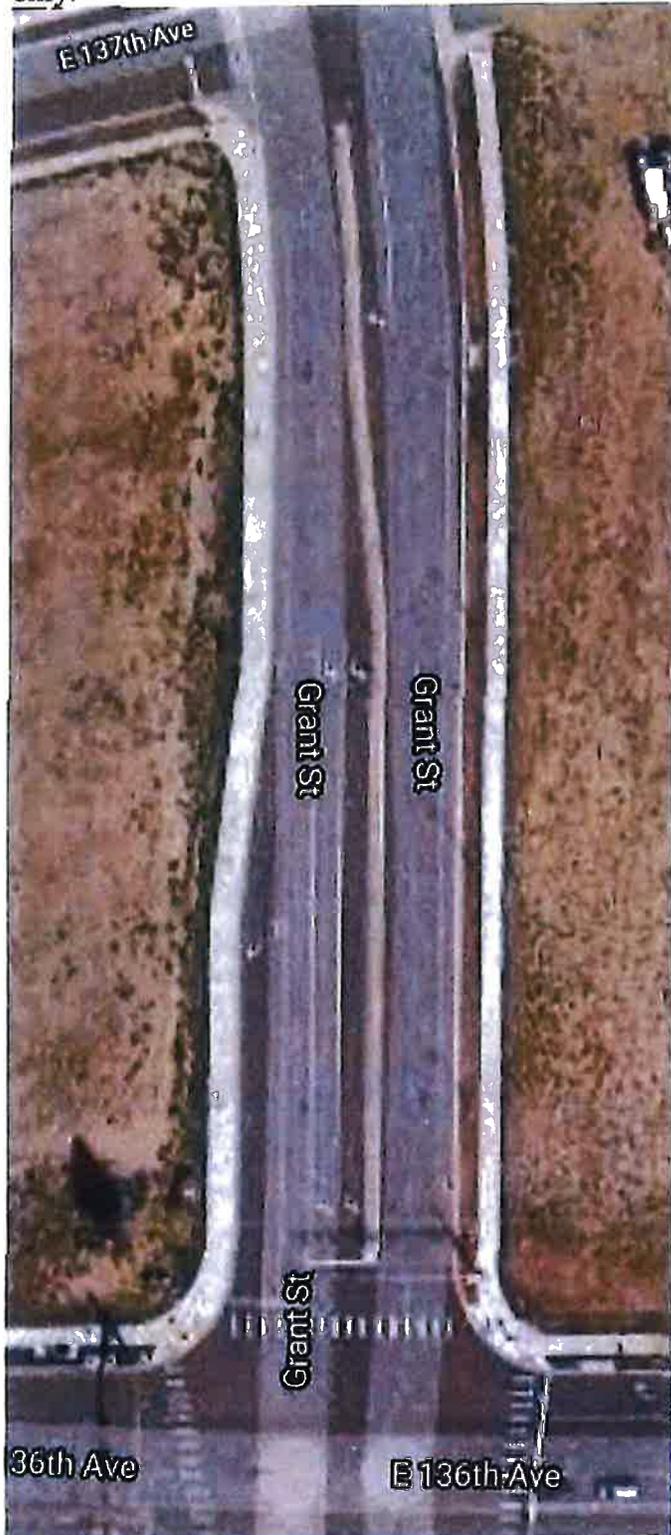


Image 7 of 8

1st Median south of round a bout – Approximately 350 feet long and 15 feet wide with Pea gravel mulch and irrigated plant material.



Median just north of 136th – approximately 440 feet long and 7 feet wide pattern concrete only.





IRRIGATION – MATERIALS & LABOR INCLUDED

| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
|-----------------------------------|-------------|------------|-------------|-------------------|
| SLEEVE PRICES | | | | |
| BORE SLEEVING | | | | |
| CL 160 PVC PIPE | 2" | 1 | LF | \$25.57 |
| CL 160 PVC PIPE | 4" | 1 | LF | \$27.40 |
| SLEEVING PRIOR TO PAVEMENT | | | | |
| CL 160 PVC PIPE | 2" | 150 | LF | \$366.81 |
| CL 160 PVC PIPE | 4" | 150 | LF | \$641.97 |
| CL 160 PVC PIPE | 6" | 150 | LF | \$700.86 |
| MOBILIZATION | | | | |
| | | 1 | DAY | \$155.78 |
| CLEAN-UP | | | | |
| | | 1 | DAY | \$103.86 |
| FITTINGS | | | | |
| SCH 40 ELBOW GASKET | 4" | 1 | EA | \$44.83 |
| SCH 40 45 | 4" | 1 | EA | \$48.63 |
| SCH 40 TEE | 4" | 1 | EA | \$50.89 |
| REDUCE COUPLING | 4" x 3" | 1 | EA | \$39.91 |
| SERVICE TEE | 4x4x2" | 1 | EA | \$50.89 |
| SERVICE TEE | 4x4x1.5" | 1 | EA | \$50.89 |
| QUICK COUPLER VALVE | | | | |
| | 1" | 1 | EA | |
| 10" ROUND BOX | | | | |
| | | 1 | EA | |
| ASSEMBLY | | | | |
| | | 1 | EA | \$175.09 |
| BRASS GATE VALVES THREADED | | | | |
| | 4" | 1 | EA | |
| 10" ROUND BOX | | | | |
| | | 1 | EA | |
| ASSEMBLY | | | | |
| | | 1 | EA | \$266.73 |
| BRASS GATE VALVES | | | | |
| | 3" | 1 | EA | |
| 10" ROUND BOX | | | | |
| | | 1 | EA | |
| ASSEMBLY | | | | |
| | | 1 | EA | \$193.41 |
| ITEM DESCRIPTION | | | | |
| | SIZE | QTY | UNIT | UNIT PRICE |
| BRASS GATE VALVES THREADED | 2.5" | 1 | EA | |
| 10" ROUND BOX | | | | |
| | | 1 | EA | |
| ASSEMBLY | | | | |
| | | 1 | EA | \$165.44 |



| | | | | |
|----------------------------------|------|-----|----|----------|
| RB PESB CONTROL VALVES | 2" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$301.82 |
| RB PESB CONTROL VALVES | 1.5" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$263.38 |
| RB PESB CONTROL VALVES | 1" | 1 | EA | |
| 12" STANDARD BOX | | 1 | EA | |
| ASSEMBLY | | 1 | EA | \$221.76 |
| RB PEB/PGA SOLENOID | | 1 | EA | \$36.31 |
| ROTORS | | | | |
| HUNTER I-20 ADV ASSEMBLY | | 1 | EA | \$31.58 |
| HUNTER I-25 ADV ASSEMBLY | | 1 | EA | \$46.85 |
| HUNTER I-40 ADJ ASSEMBLY | | 1 | EA | \$87.79 |
| HUNTER PGA 12" | | 1 | EA | \$44.27 |
| POP-UPS | | | | |
| RB 1812 SAM PRS WITH NOZZLES | | 1 | EA | \$31.46 |
| RB 1806 SAM PRS WITH NOZZLES | | 1 | EA | \$23.97 |
| RB 1804 SAM PRS WITH NOZZLES | | 1 | EA | \$14.48 |
| RB 1800NP | | 1 | EA | \$2.42 |
| DRIP POLY LINE | | 100 | LF | \$186.03 |
| EMITTERS & LINE | 1/4" | 1 | EA | \$2.29 |
| DRIP BLOW VALVE 6" ROUND W/COVER | | 1 | EA | \$23.70 |
| WIRE INSTALLED WITH MAINLINE | 14GA | 1 | LF | \$3.44 |
| WIRE INSTALLED WITH MAINLINE | 12GA | 1 | LF | \$3.49 |



**CITY AND COUNTY OF BROOMFIELD IRRIGATION PRICING FOR REPAIR WORK
MATERIAL ONLY – EXCLUDES LABOR**

| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
|-------------------------|------------------------|------------|-------------|-------------------|
| ADAPTER-PVC | 1-1/2" M x S | 1 | EA | \$1.06 |
| ADAPTER-PVC | 2" M x S | 1 | EA | \$1.38 |
| ADAPTER-PVC | 2-1/2" Male | 1 | EA | \$4.04 |
| BALL VALVE -SCH 40 | 2" S X S | 1 | EA | \$23.21 |
| BUSHING | 1" X 3/4" M X F | 1 | EA | \$1.47 |
| BUSHING | 1-1/2" 1" SP X S | 1 | EA | \$0.97 |
| BUSHING | 1-1/4" X 1" SP X S | 1 | EA | \$0.93 |
| BUSHING | 1-1/4" X 1-1/2" SP X S | 1 | EA | \$0.97 |
| BUSHING | 1-1/2" X 2" SP X S | 1 | EA | \$1.61 |
| BUSHING | 1" X 2" SP X S | 1 | EA | \$1.61 |
| BUSHING | 2" X 3" SP X S | 1 | EA | \$3.19 |
| COUPLER | Funny | 1 | EA | \$0.38 |
| COUPLER | 3/4" | 1 | EA | \$0.29 |
| COUPLER - PVC | 1" Slip | 1 | EA | \$0.57 |
| COUPLER - PVC | 1-1/4" SLIP | 1 | EA | \$0.78 |
| COUPLER - PVC | 1-1/2" SLIP | 1 | EA | \$0.83 |
| COUPLER | 2" SLIP | 1 | EA | \$1.28 |
| COUPLER | 2-1/2" SLIP | 1 | EA | \$2.83 |
| COUPLER | 3" SLIP | 1 | EA | \$4.42 |
| DRIP VALVE KIT | 3/4" | 1 | EA | \$56.69 |
| ELL 90 SLIP | 1/2" | 1 | EA | \$0.32 |
| ELL 90 | 3/4" S X F | 1 | EA | \$0.51 |
| ELL 45 SLIP | 1" | 1 | EA | \$1.09 |
| ELL 90 SLIP | 1" | 1 | EA | \$0.72 |
| ELL MARLEX | 1/2" | 1 | EA | \$0.79 |
| ELL MARLEX | 3/4" | 1 | EA | \$1.12 |
| ELL 90 SLIP | 1-1/4" | 1 | EA | \$1.28 |
| ELL 45 SLIP | 1-1/2" | 1 | EA | \$1.91 |
| ELL 90 SLIP | 2" | 1 | EA | \$2.43 |
| ELL 45 SLIP | 2" | 1 | EA | \$2.49 |
| ELL 45 SLIP | 2-1/2" | 1 | EA | \$5.57 |
| ELL 90 THREADED | 1-1/2" | 1 | EA | \$3.68 |
| EMITTERS | 1/2", 1, 2 GAL | 1 | LF | \$0.57 |
| FUNNY PIPE | PER FOOT | 1 | EA | \$0.40 |



| | | | | |
|-----------------------------|------------------------------|------------|-------------|-------------------|
| FUNNY TEES INS | | 1 | EA | \$0.75 |
| MARLEX | 1/2" | 1 | EA | \$0.79 |
| MARLEX | 1" | 1 | EA | \$1.89 |
| NIPPLE | 1/2" X 6" | 1 | EA | \$0.83 |
| NIPPLE | 3/4" X 6" | 1 | EA | \$1.02 |
| NIPPLE | 1" X 6" | 1 | EA | \$1.62 |
| PART DESCRIPTION | SIZE | QTY | UNIT | UNIT PRICE |
| NIPPLE | 1-1/2" X 6" | 1 | EA | \$2.64 |
| NIPPLE | 2" X 4" | 1 | EA | \$3.13 |
| NOZZLES - RAINBIRD & HUNTER | | 1 | EA | \$1.89 |
| PINCH CLAMPS | 1" | 1 | EA | \$1.13 |
| PIPE - POLY DRIP | 3/4" | 1 | EA | \$0.25 |
| PIPE - PVC LATERAL - CL 200 | 1/2" | 1 | EA | \$0.24 |
| PIPE PVC CL 200 PER LF | 3/4" | 1 | LF | \$0.32 |
| PIPE PVC CL 200 PER LF | 1" | 1 | LF | \$0.44 |
| PIPE PVC CL 200 PER LF | 1-1/4" | 1 | LF | \$0.64 |
| PIPE PVC CL 200 PER LF | 1-1/2" | 1 | LF | \$0.72 |
| PIPE PVC CL 200 PER LF | 2" | 1 | LF | \$1.09 |
| PIPE PVC SCH 40 PER LF | 3/4" | 1 | LF | \$0.57 |
| PIPE PVC SCH 40 PER LF | 1" | 1 | LF | \$0.79 |
| PIPE PVC SCH 40 PER LF | 1-1/4" | 1 | LF | \$1.02 |
| PIPE PVC SCH 40 PER LF | 1-1/2" | 1 | LF | \$1.25 |
| PIPE PVC SCH 40 PER LF | 2" | 1 | LF | \$1.55 |
| PIPE PVC SCH 40 PER LF | 3" | 1 | LF | \$2.98 |
| PIPE PVC SCH 40 PER LF | 4" | 1 | LF | \$4.45 |
| PIPE PVC SCH 40 PER LF | 6" | 1 | LF | \$7.93 |
| SLIP FIX | 3/4" | 1 | EA | \$3.68 |
| SLIP FIX | 1" | 1 | EA | \$5.66 |
| SOLENOID - RAINBIRD | | 1 | EA | \$36.31 |
| SPAGHETTI TUBING PER LF | 3/4" | 1 | EA | \$0.11 |
| TEE -PVC | 1 X 1 X 1/2" SSF | 1 | EA | \$1.42 |
| TEE -PVC | 1 X 1 X 3/4" SSF | 1 | EA | \$1.70 |
| TEE -PVC | 1-1/2" X 1-1/2" X 1/2" SSF | 1 | EA | \$2.68 |
| TEE -PVC | 2-1/2" X 2-1/2" X 1-1/2" SSF | 1 | EA | \$9.51 |
| TEE -PVC | 3" X 3" X 1-1/2" SSF | 1 | EA | \$13.63 |
| VALVE - SCRUBBER | 1" | 1 | EA | \$131.32 |
| VALVE - SCRUBBER | 1-1/2" | 1 | EA | \$172.93 |
| VALVE - SCRUBBER | 2" | 1 | EA | \$211.37 |

CoCal Landscape



| | | | | |
|----------------------------|-------|---|----|---------|
| VALVE BOX W/ LID INSTALLED | ROUND | 1 | EA | \$19.00 |
| WIRE NUTS | | 1 | EA | \$1.43 |
| | | | | |

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**City of
Thornton**

**MEMORANDUM
Support Services**

DATE: June 16, 2020

| Route to: | Date Received | Date Signed | Initials |
|--|---------------|-------------|----------|
| Luis Corchado, City Attorney | 6/16/20 | 6/17/20 | |
| Erika Senna, Budget Manager VIA EMAIL 6-16-20 | | | |
| Support Services Admin (for logging) | | | |
| Kimberly Newhart, Interim Finance Director | 6/23/20 | 6/23/20 | KN |
| Sean Saddler, PE, Contracts & Purchasing Director | 6/24/20 | 6/24/20 | ES |
| Kristen N. Rosenbaum, City Clerk | 6/26/20 | 6/29/20 | KR |

FROM: Mary Sanchez, CPPB, Buyer II *MS*
Megan deGrood, CPPB, Purchasing Manager

SUBJECT: Amendment no. 1 with CoCal Landscape Service requiring your signature

PROJECT: I-25 Interchange Landscape Maintenance Services, Project No. 285-19

BUDGET IMPACTS: The original budget of \$ 64,487.00 from Account No. 40410.7132 will include this additional location.

The enclosed documents are submitted for your review and signature.

- Prior Legal review by Michael Hickman
- 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. _____
- Current Master Agreement
- Other Master Agreement or Contract
Reason: _____
- This is a vendor derived document which has been reviewed by Legal.

file: I-25 Interchange Landscape Maintenance Services, Project 285-19



MEMORANDUM Support Services

DATE: **APRIL 22, 2024**

| Route to: | Date Signed | Initials |
|--|-------------|----------|
| Carolina Rodriguez, Paralegal (for logging) | 5/7/2024 | CR |
| Michael J. Hickman, Senior Assistant City Attorney | 5/7/2024 | MJH |
| Erika Senna, Budget and Operations Director (for review) | 5/7/2024 | ES |
| Kimberly Newhart, Finance Director | 5/13/2024 | KN |
| Sean Saddler, PE, Support Services Director | 5/14/2024 | SSP |
| Kristen N. Rosenbaum, City Clerk | 5/14/2024 | KTR |

FROM: Adam Reiner, Contract Administrator ^{DS} AR
 Patrick Hinterberger, Contracts Supervisor ^{DS} PH

SUBJECT: Amendment No. 2 with CoCal Landscaping, requiring your signature

PROJECT: I-25 Interchange Landscape Maintenance Services, Project No. 285-19

BUDGET IMPACTS:

\$ 13,922.00 from Account No. 40410.7132

This is an amendment to the cost and scope of work for landscaping maintenance, adding more property along Washington St. between 148th Avenue and just short of E-470.

The enclosed documents are submitted for your review and signature.

- Prior Legal review by Michael Hickman.
- 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. _____

e-file: I-25 Interchange Landscape Maintenance Services, Project No. 285-19

SECOND AMENDMENT TO GENERAL SERVICE AGREEMENT

This Second Amendment to the General Service Agreement for I-25 Interchange Landscape Maintenance Services, Project No. 285-19 is entered into on this ^{5/14/2024}_____ day of _____, 20____, between the **City of Thornton**, a home rule municipality, located at 9500 Civic Center Drive, Thornton, Colorado 80229 (“Thornton”) and **CoCal Landscape Services** (“Service Provider”), having an office at 333 East 76th Avenue, Denver, CO 80229. Hereafter, Thornton and Service Provider may collectively be referred to as, the “Parties,” or individually, as the “Party.”

I. RECITALS

- A. On April 24th, 2020, the Parties entered into an Agreement for the I-25 Interchange Landscape Maintenance Services, Project No. 285-19 (“Original Agreement”).
- B. On June 29, 2020, the Parties amended the Original Agreement by revising Exhibits A and C (“First Amendment”).
- C. The Parties now wish to amend the Original Agreement, as amended, to modify Service Provider’s scope of work in accordance with Section III G Changes in Service Provider’s Scope of Work (“Second Amendment”).

THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree to amend the Original Agreement as enumerated hereafter.

II. AMENDED TERMS

- A. In accordance with the Original Agreement’s Section G Changes to Service Provider’s Scope of Work, the Parties agree to the following:
 1. **Revised Exhibit A Service Provider’s Scope of Work.**
 - a) Is hereby amended by deleting from the Original Agreement’s Exhibit A in its entirety as revised by its First Amendment the following phrase:
 - ***84th Avenue and I-25 Interchange and Medians to Washington Street.***and in place of the deleted phrase, which by this reference is incorporated into Exhibit A as revised by this Second Amendment, insert the following new phrase:
 - ***84th Avenue and I-25 Interchange and Medians to Washington Street, including backside of curb along West 83rd Place.***
 - b) Is hereby amended by deleting from the Original Agreement’s Exhibit A in its entirety as revised by its First Amendment the following phrase:

- **144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148th Avenue.**

and in place of the deleted phrase, which by this reference is incorporated into Exhibit A as revised by this Second Amendment, insert the following new phrase:

- **144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to termination of Median between 152nd Parkway and E-470 Tollway.**

2. **Revised Exhibit C Schedule of Charges.**

- a. Is hereby amended by deleting the first row of the Table in Exhibit C as revised by its First Amendment, which is as follows:

| | | |
|--|------------|--------------------|
| 84th Avenue and I-25 Interchange and Medians to Washington Street. | Lot | \$13,426.00 |
|--|------------|--------------------|

and in place of the deleted first row, which by this reference is incorporated into Exhibit C as revised by this Second Amendment, insert the following new first row:

| | | |
|---|------------|--------------------|
| 84th Avenue and I-25 Interchange and Medians to Washington Street, including backside of curb along West 83rd Place. | Lot | \$14,957.42 |
|---|------------|--------------------|

- b. Delete the third row of the Table in Exhibit C as revised by its First Amendment, which is as follows:

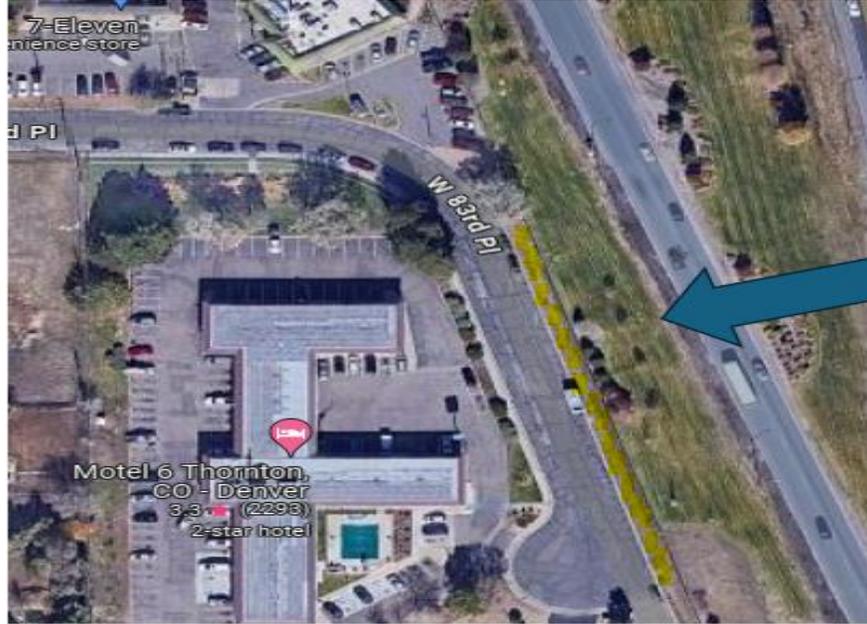
| | | |
|---|------------|--------------------|
| 144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to 148th Avenue. | Lot | \$11,508.00 |
|---|------------|--------------------|

and in place of the deleted row, which by this reference is incorporated into Exhibit C as revised by this Second Amendment, insert the following new third row:

| | | |
|---|------------|--------------------|
| 144th Avenue and I-25 Interchange and Medians to Washington Street and North on Washington Street to termination of Median between 152nd Parkway and E-470 Tollway | Lot | \$23,898.58 |
|---|------------|--------------------|

3. **Exhibit D Aerial Photographs.** Add the following photographs:

Section “84th Avenue Interchange. After Image 3 of 3: Backside of curb along West 83rd Place.



Washington Street Medians North of 144th to 148th. After Image 6 of 6: Median north of 148th Avenue to termination between 152nd Parkway and E-470 Tollway” and include this image:



III. MISCELLANEOUS TERMS

- A. **Authority.** Service Provider warrants, represents, and agrees that (1) it is a duly organized and validly existing legal entity in good standing under the laws of the state of its incorporation or organization; (2) it is duly authorized and in good standing to conduct business in the State of Colorado; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Amendment to the Original Agreement; and (4) the individual executing this Amendment to the Original Agreement on behalf of Service Provider has been duly authorized to act for and bind Service Provider.
- B. **Merger.** The terms and conditions of the Original Agreement, the previously executed amendments and this Amendment are, collectively, the entire agreement between the Parties with respect to the subject matter of the Agreement, and no alterations, amendments, changes, or modifications shall be valid unless they are contained in an instrument executed by the Parties with the same formality as this Amendment. Except as specifically modified by this Amendment, all of the provisions of the Original Agreement shall remain in full force and effect and are ratified upon the execution of this Amendment by the Parties.
- C. **Severability.** In case any term, condition or provision of this Amendment is invalid or unenforceable for any reason and in any respect, such invalidity or unenforceability shall not affect any other term, condition or provision, and this Amendment along with the Original Agreement shall be construed as if such invalid or unenforceable term, condition or provision had not been included.
- D. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures by Thornton. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by Thornton in the manner specified by Thornton. 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 grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

DocuSigned by:
Michael J. Hickman
By: _____
AC97F8D6F0E44C9...
Michael J. Hickman
Senior Assistant City Attorney

CITY OF THORNTON, COLORADO:

DocuSigned by:
Kimberly Newhart

27C31A9BDA004B8...
Kimberly Newhart
Finance Director

ATTEST:

DocuSigned by:


D57062DD4ECE4A2...
Kristen N. Rosenbaum, City Clerk

CITY OF THORNTON, COLORADO:

DocuSigned by:
Sean Saddler, PE

31744714E1834C9...
Sean Saddler, PE
Support Services Director

ATTEST FOR FIRM SIGNATURE:
(if corporation)

DocuSigned by:
Jody Medrano

28D231D97FE8242B...
Attester Signature

Jody Medrano

Print Name

Jody Medrano General manager

Title

COCAL LANDSCAPE SERVICES, INC.

DocuSigned by:
Carlos Medrano

7663F0BCD6B5441...
Authorized Signature

Carlos Medrano

Print Name

Manager

Title

Certificate Of Completion

| | |
|---|----------------------------|
| Envelope Id: 1A3601AC2B534557A7302426CA43C7B1 | Status: Completed |
| Subject: Complete with DocuSign: 285-19 CoCal Amend no2 4-19-24.pdf, 285-19-DOCUSIGN ROUTE MEMO AMEND 4-... | |
| Source Envelope: | |
| Document Pages: 6 | Signatures: 6 |
| Certificate Pages: 6 | Initials: 8 |
| AutoNav: Enabled | Envelope Originator: |
| Enveloped Stamping: Enabled | Adam Reiner |
| Time Zone: (UTC-07:00) Mountain Time (US & Canada) | 9500 Civic Center Drive |
| | Thornton, CO 80229 |
| | Adam.Reiner@thorntonco.gov |
| | IP Address: 199.117.212.4 |

Record Tracking

| | | |
|----------------------|----------------------------|--------------------|
| Status: Original | Holder: Adam Reiner | Location: DocuSign |
| 4/30/2024 1:37:16 PM | Adam.Reiner@thorntonco.gov | |

Signer Events

| Signer Events | Signature | Timestamp |
|--|--|--|
| Adam L. Reiner adam.reiner@thorntonco.gov SHI OBO City of Thornton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 199.117.212.4 | Sent: 4/30/2024 1:42:36 PM Viewed: 4/30/2024 1:42:44 PM Signed: 4/30/2024 1:42:54 PM |

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
|---|---|--|
| Patrick Hinterberger Patrick.Hinterberger@thorntonco.gov Sr. Contract Administrator SHI OBO City of Thornton Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 199.117.212.4 | Sent: 4/30/2024 1:42:56 PM Viewed: 4/30/2024 4:19:05 PM Signed: 4/30/2024 4:19:10 PM |
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Electronic Record and Signature Disclosure:
Not Offered via DocuSign

| | | |
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| Jody Medrano jmedrano@cocal.com Jody Medrano General manager Cocal Landscape Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 67.174.188.5 Signed using mobile | Sent: 4/30/2024 4:19:12 PM Viewed: 4/30/2024 4:19:41 PM Signed: 4/30/2024 4:25:30 PM |
|---|--|--|

Electronic Record and Signature Disclosure:
Accepted: 4/30/2024 4:19:41 PM
ID: fa7712e8-0515-47a0-ad15-ff24bf403fea

| | | |
|---|---|---|
| Carlos Medrano cmedrano@cocal.com Manager Security Level: Email, Account Authentication (None) |  Signature Adoption: Pre-selected Style Using IP Address: 96.81.63.141 | Sent: 4/30/2024 4:25:32 PM Resent: 5/7/2024 1:34:39 PM Viewed: 5/7/2024 2:05:09 PM Signed: 5/7/2024 2:51:05 PM |
|---|---|---|

Electronic Record and Signature Disclosure:
Accepted: 5/1/2024 8:21:21 AM
ID: 4d64e6ad-3438-4ffd-8a4f-ecb0379279d9

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| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
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| Agent Delivery Events | Status | Timestamp |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Carbon Copy Events | Status | Timestamp |
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SS_Contracts and Purchasing
SSContractsandPurchasing@thorntonco.gov
Security Level: Email, Account Authentication
(None)

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Sent: 4/30/2024 4:19:11 PM
Viewed: 4/30/2024 4:21:47 PM

Electronic Record and Signature Disclosure:
Accepted: 5/14/2024 3:47:20 PM
ID: 8a311925-2143-4d93-9307-4fceed20781

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| Witness Events | Signature | Timestamp |
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| Notary Events | Signature | Timestamp |
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| Envelope Summary Events | Status | Timestamps |
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| Envelope Sent | Hashed/Encrypted | 4/30/2024 1:42:36 PM |
| Certified Delivered | Security Checked | 5/14/2024 4:14:57 PM |
| Signing Complete | Security Checked | 5/14/2024 4:15:20 PM |
| Completed | Security Checked | 5/14/2024 4:15:20 PM |

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| Payment Events | Status | Timestamps |
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| Electronic Record and Signature Disclosure |
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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to clerk@ThorntonCO.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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