

**CITY OF THORNTON**

**REQUEST FOR PROPOSALS**

**FOR**

**ON-CALL ARCHITECTURAL SERVICES**

**PROJECT NO. 414-24**

**DECEMBER 2024**

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### III. NOTICE REQUEST FOR PROPOSALS

The City of Thornton, Colorado, (“Thornton”) respectfully requests separate sealed Proposals for **On Call Architectural Services, Project No. 414-24** (hereinafter referred to as “Project”). Proposals will be received until **5:00 p.m.**, local time, **January 21, 2025**, in the Contract Administration Office, 9500 Civic Center Drive, 2<sup>nd</sup> Floor City Hall, Thornton, CO 80229-4326.

Approved Methods for Submission of Proposals:

1. Electronic proposals shall be submitted/uploaded to BidnetDirect.com website in response to this solicitation.
2. Physical proposals may be submitted by mail or courier service;

Project Description: Thornton is seeking Proposals from Service Providers to provide Architectural Services on an on-call, as-needed basis under an open-ended General Service Agreement. Thornton reserves the right to award to multiple Service Providers. Nothing herein guarantees any minimum amount of Service to any Service Provider. These services may be required by Thornton’s Infrastructure, Parks and Open Space, Building Maintenance, or other Departments. Work/Service under this agreement will be issued and performed under Task Assignments. The Agreement shall terminate on December 31, 2029, unless sooner terminated by Thornton’s issuance of a Termination Notice. Rate adjustments may be re-negotiated on an annual basis upon request. Rate adjustments are limited to no greater than the increase in the Denver-Boulder-Greeley Consumer Price Index as published by the Bureau of Labor Statistics.

#### **COOPERATIVE PURCHASING:**

Thornton encourages the proper use of cooperative purchasing and reserves the right to make results of this solicitation available to other governmental agencies seeking like equipment, goods, or services. Other agencies using this solicitation, in agreement with the Service Provider, must do so according to regulations established by their individual organizations and accept sole responsibility for its use. The terms and conditions of any resulting transaction shall be exclusively between the Service Provider and the other agencies. Service Provider and the other agencies using this solicitation in a cooperative or “piggy-back” fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

Thornton utilizes the BidNet Direct System at [www.BidNetDirect.com](http://www.BidNetDirect.com) to distribute official copies of the Request for Proposals (“RFP”) for use in preparing Proposals. Proposing firms will be required to register with the website to download the RFP documents and addenda. There is no charge by BidNet Direct for this service. If you experience problems with the BidNet Direct website, please call 1-800-835-4603 for assistance. Proposing firms are required to acknowledge all addenda with their Proposal and are encouraged to either register with the website or to request to view the addenda posted on the Contract Administration bulletin board prior to submission of a Proposal. Proposing firms that do not acknowledge all addenda may be considered non-responsive. Upon request, the RFP documents, including addenda, are also available for viewing on the City of Thornton Website, <https://solicitations.thorntonco.gov/solicitations> or at the Contract Administration office located

on the 2<sup>nd</sup> floor of City Hall at 9500 Civic Center Drive, Thornton, CO. Proposing firms that do not have download and/or printing capability in-house may contact a commercial reprographics company for assistance with downloading and printing the RFP.

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

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

An optional Pre-Proposal Conference to discuss the Project will be held on **Wednesday, January 8, 2025, at 10:00 a.m. via teleconference.** Email [adam.reiner@thorntonco.gov](mailto:adam.reiner@thorntonco.gov) for a link to the meeting. If possible, please hold all questions concerning the RFP until that time.

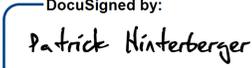
Physical proposals shall be submitted in a sealed envelope plainly marked on the outside with proposing firm’s name and address and **“Request for Proposals, On Call Architectural Services, Project No. 414-24”**. Proposals delivered by mail or courier service shall be in a sealed envelope inserted into a separate mailing envelope. On the outside of the mailing envelope note **“Proposal Enclosed, On Call Architectural Services, Project No. 414-24”**.

Proposals submitted electronically shall be uploaded to the Vendor’s portal through the BidNetDirect.com website and shall follow the process/guidelines identified on the website and this solicitation.

Any questions concerning this Project shall be directed in writing to Adam Reiner, Contract Administrator, Fax No. 303-538-7556, E-mail – [adam.reiner@thorntonco.gov](mailto:adam.reiner@thorntonco.gov) 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays. The deadline for submission of questions is ten (10) Calendar Days prior to the date set for submission of Proposals.

Date First Published: December 19, 2024

Published at: BidNet Direct, COT Website & the Contracts & Purchasing Bulletin Board.

Signed:  \_\_\_\_\_ Date: 12/19/2024

DocuSigned by:  
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Patrick Hinterberger  
Contracts Supervisor

## IV. PROPOSAL INSTRUCTIONS AND INFORMATION

Thornton is soliciting written Proposals from qualified firms for **On-Call Architectural Services, Project No. 414-24**. To be eligible for consideration, the proposing firm must be capable of supplying the services as noted herein, and must also meet all other criteria outlined in this RFP.

### A. INQUIRIES AND CORRECTIONS

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

City of Thornton  
Attn: Adam Reiner, Contract Administrator  
9500 Civic Center Drive  
Thornton, CO 80229-4326  
Fax: 303-538-7556  
Email: [adam.reiner@thorntonco.gov](mailto:adam.reiner@thorntonco.gov)

If a proposing firm, subsequent to the Pre-Proposal Conference, finds discrepancies in or omissions from the RFP, or should require additional clarification of any part thereof, a written request for interpretation shall be submitted to the Contract Administrator. Any interpretation of or change made to the RFP will be made by written addendum to each proposing firm, and will become part of the RFP and of any Contract awarded. Thornton will not be responsible for the accuracy of any ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing, with responses being made available to all proposing firms. To be given consideration, inquiries must be received at least ten (10) Calendar Days prior to the date established for the submission of the Proposal. It shall be the responsibility of each proposing firm to verify that every addendum has been received prior to submitting Proposals.

### B. SUBMITTAL DATE AND LOCATION

All Proposals must be received at Thornton City Hall, City of Thornton, 9500 Civic Center Drive, 2<sup>nd</sup> Floor City Hall, Thornton, Colorado 80229-4326. Physical proposals must be submitted in a sealed envelope plainly marked "**Request for Proposals, On Call Architectural Services, Project No. 414-24**", and addressed to the Contracts Manager. Proposing firm's name and address shall also appear on the outside of the sealed envelope containing the Proposal. If the Proposal is sent by U.S. mail or courier service, the Proposal shall be contained in a sealed inner envelope or box, which is then inserted into the mailing envelope or box. Indicate "**Proposal Enclosed, On Call Architectural Services, Project No. 414-24**," on the outside of the mailing envelope or box.

### C. LATE AND ELECTRONIC PROPOSALS

Late Proposals will not be accepted under any circumstance, and any Proposal so received shall be returned to the proposing firm unopened. In addition, proposals received via electronic devices other than the BidnetDirect.com website (i.e. e-mail) are not acceptable and will be rejected upon receipt. Proposing firms will be expected to

allow adequate time for delivery of their Proposals either by airfreight, postal service, or other means.

**D. CONFIDENTIAL AND PROPRIETARY INFORMATION**

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

**E. DEFINITION, CONTEXT, AND GENDER**

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

**F. CONDITIONS OF PROPOSAL SUBMITTAL**

1. All proposing firms shall comply with all conditions, requirements, and specifications contained herein, with any departure constituting sufficient cause for rejection of the Proposal.
2. The Proposal must be signed by a duly authorized official of the proposing firm submitting the Proposal.
3. No Proposal will be accepted from any person, firm, or corporation that is in arrears for any obligation to Thornton, or that otherwise may be deemed irresponsible or unresponsive by Thornton staff or Thornton City Council.
4. Only one (1) Proposal will be accepted from any person, firm, or corporation. If multiple options are requested or offered, each option must be submitted under a single Proposal and in a single envelope or box.
5. All terms and prices quoted must be firm for a period of sixty (60) Calendar Days from the Proposal submittal date or until Award, whichever is sooner.
6. Thornton reserves the right to reject any and all Proposals, or any part thereof. The right is reserved to waive any formalities, or informalities contained in any

Proposal, and to award the Project to the most responsive and responsible proposing firm as deemed in the best interest of Thornton.

7. All Proposals shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.
8. All costs, including travel and expenses incurred in the preparation of this Proposal, shall be borne solely by the proposing firm.
9. Section 7.4 of the Thornton City Charter prohibits Thornton from entering into any Contracts involving an amount in excess of one hundred dollars (\$100) in which an elective or appointive officer or any member of the officer's family has any pecuniary interest, direct or indirect. Certain other restrictions may also apply to Contracts in which an employee, member of a board or commission, City Council Member or member of same's family has an existing or pending financial or personal interest. For the purposes of this Charter Section, a domestic partner shall be considered a family member. Therefore, the proposing firm shall submit the following declaration contained in Exhibit "1", Acceptance of Conditions Statement, with the Proposal:

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending direct or indirect financial, pecuniary, or personal interest in the proposing firm or this RFP, except as follows: \_\_\_\_\_

10. Thornton reserves the right to negotiate final terms with the selected proposing firm that may vary from those contained in this document.
11. Thornton reserves the right to request a client list from the proposing firm, for the purpose of determining potential conflicts of interest. Said list shall be considered proprietary.
12. Thornton will not return Proposals, or other information supplied to Thornton, to the proposing firms.

**G. EVALUATION OF PROPOSALS**

All Proposals will be evaluated by a Project Committee assigned by the City Manager, or their designee. Proposals shall be evaluated on the basis of the Evaluation Criteria noted here-in. Qualifications, experience, and the applicability of solutions offered to meet Thornton's needs will be the major factors determining the selection, with pricing being secondary. In addition, other pertinent information which becomes available during the evaluation, interview, or negotiations may be considered in the evaluation. The committee may make a selection on the basis of the Proposals received, or may choose to "short list" prospective firms for further consideration, which may include interviews and or negotiations. The firm selected for the Award will be chosen on the

basis of the apparent greatest benefit to Thornton, and not necessarily on the basis of lowest price. The City Manager or their designee, shall make the final determination of the firm selected.

**H. EVALUATION CRITERIA**

Proposals shall be evaluated on the basis of the following criteria:

1. Responsiveness to the needs of Thornton and the degree to which the Proposal meets or exceeds the terms of the RFP as detailed in the proposed means and methods of accomplishing the services, and the scope of services offered. Response times offered in the Proposal shall be given substantial consideration in the evaluation.
2. Responsibility of the proposing firm, including the firm's financial capacity, and its claims and litigation history.
3. Experience of the proposing firm in dealing with municipal or other governmental agencies in projects of similar size, scope, and nature.
4. The proposing firm's engagement team, including the experience and resumes of key personnel to be assigned.
5. Results of reference checks.
6. The proposing firms' billable hourly rates and markup percentages based on the services to be provided.

**I. GENERAL REQUIREMENTS OF THE SUCCESSFUL PROPOSING FIRM**

1. The successful proposing firm shall enter into an Agreement with Thornton in the form attached hereto as Exhibit 2 and incorporated by reference herein.
2. The successful proposing firm will be required to maintain insurance coverages for the duration of the Agreement period as outlined in Exhibit 2.
3. The successful proposing firm shall be prohibited from assigning or subcontracting the whole, or any part of the Agreement, without the prior written consent of Thornton.
4. The successful proposing firm shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, color, creed, religion, national origin, ancestry, gender, physical or mental disability, or age.
5. The successful proposing firm and its employees will operate as an independent contractor and will not be considered employees of Thornton.

## V. PROPOSAL PREPARATION

- A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to evaluate the overall benefit of the Proposal to Thornton.
1. If your firm is submitting a physical proposal submission and **not** through the Vendor portal of BidNet, then the following items shall also be included:
    - a. One (1) original paper copy of the proposal submission with the proposal stamped as "Original".
    - b. One (1) electronic copy on a flash drive of the proposal submission.

**Note:** Vendors submitting confidential information shall only submit one copy of such information. If allowed, when submitting electronically through the BidNetDirect.com vendor portal, confidential information shall be submitted in a separate PDF format file and marked confidential in both the file name and on the individual pages. When submitting a physical proposal, confidential information shall be placed in a separate sealed envelope and inserted into the main proposal submittal envelope or box. Any information not marked as confidential will be considered public record.

- B. Proposals shall include the following:
1. A cover letter stating the name, address, and telephone number of the proposing firm, and bearing the signature of the person having the authority to make the Proposal for the firm, and bind the firm in a formal Agreement with Thornton.
  2. An executed Exhibit 1, Acceptance of Conditions Statement, which:
    - a. Affirms the acceptance of all conditions or requirements contained in the RFP;
    - b. Contains acknowledgement of all addenda issued; and
    - c. Lists the names of any of the proposing firms' employees who are family members of Thornton employees, officers, board, or Council Members.
  3. The proposed Exhibit B, Service Provider's Personnel and Subcontractors Listing, which is in Exhibit 2, Agreement, showing all key personnel and subcontractors that are likely to be assigned to perform Service under the Agreement. Included resumes of key personnel.
  4. The proposed Exhibit C, Schedule of Charges, which is in Exhibit 2, Agreement, containing the billable hourly rates for all personnel proposed for assignment to the Project team, hourly rates for owned equipment proposed for use on the Project, and percent markups to cover insurance, bonds if required, and fee to recover overhead and profit. Note that expense categories not identified in the Schedule of Charges will not be reimbursed separately, but are assumed to be included in the billable hourly rates or the percent markup, whichever is applicable. Reimbursable expenses are reimbursed at cost. The proposed Schedule of Charges will be the sole basis of payment for the successful firm.

5. A list of what subtrades, if any, may be subcontracted based on the range of services offered.
  6. A list of at least five (5) references for which similar services have been provided. Include current contact names, addresses, and telephone numbers.
  7. A list of all governmental agencies in Colorado for which similar services have been provided within the last five (5) years.
  8. An executed Exhibit 3, Reference Authorization and Release Form.
  9. Submit in a separate sealed envelope marked "CONFIDENTIAL FINANCIAL DOCUMENTATION" a letter of reference from the proposing firm's primary bank or financial institution indicating how long the proposing firm has maintained an account in good standing and the financing firm's opinion as to the financial capacity of the proposing firm to undertake and complete the Service contemplated by this RFP. Enclose the sealed confidential envelope inside the envelope or box containing the firm's Proposal.
  10. Submit in a separate sealed envelope marked "CONFIDENTIAL CLAIM AND LITIGATION DOCUMENTATION" a list of all claims, mediations, arbitrations, litigation, and judgments related to the provision of Architectural services to which the proposing firm was a party during the past five (5) years. If there are none, so state and place the information in the confidential envelope. If the information is in the public record, list the name of the other party(ies). If the information is not in the public record, do not list the other party(ies) names. Indicate the nature of each dispute and the general outcome of each item, such as settled out of court, arbitrated settlement, prevailed in litigation, judgment entered, case ongoing, etc. Enclose the sealed confidential envelope inside the envelope or box containing the firm's Proposal.
  11. Any other information deemed necessary by the proposing firm.
- C. Submittal of a Proposal shall be taken as prima facie evidence that the Proposer has full knowledge of the scope, nature, quality, and quantity of the Service to be performed, and the detailed requirements and conditions under which the Service is to be performed.

## VI. EXHIBIT 1

### ACCEPTANCE OF CONDITIONS STATEMENT

A. Proposing firm indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from making Contracts with firms which employ certain relatives of Thornton employees unless the City Council determines that the making of such a Contract is in Thornton's best interest.

No City Council Member, member of a board or commission, Municipal Judge, City Manager, City Attorney, or employee of the City of Thornton, or any such person's family member, domestic partner, or person assuming a relationship being the substantial equivalent of the above, has an existing or pending, direct or indirect, financial, pecuniary or personal interest in the proposing firm or this Request for Proposal, except as follows (list, if any, or if none so state): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

Proposing Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

Submitted By: \_\_\_\_\_

(Signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Attest (by officer if corporation) or Notary (if individual): \_\_\_\_\_

My Commission Expires (if notarized): \_\_\_\_\_

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## VII. EXHIBIT 2 AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES ON-CALL ARCHITECTURAL SERVICES

This Professional Consulting Services Agreement for **On Call Architectural Services, Project No. 414-24** (“Agreement”) is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, (“Effective Date”), between the **City of Thornton**, a Colorado home rule municipality, in the state of Colorado, (“Thornton”), and \_\_\_\_\_ located at \_\_\_\_\_ (“Consultant”). Hereafter, Thornton and Consultant collectively may be referred to as the “Parties” or individually as the “Party.”

### I. RECITALS

- A. Thornton sought out Professional Consulting Services for General Engineering Services for an on-call, as needed basis in connection with **Project No. 414-24** (the “Project”);
- B. Consultant submitted an offer and Thornton selected Consultant to work on this Project after Thornton determined Consultant has the requisite expertise and professional experience to perform the Services this Project requires;
- C. Consultant further represents it has the requisite skills, knowledge, expertise and experience to perform the Services Thornton needs and requires during the term of this Agreement;
- D. Consultant agrees to faithfully perform the Services required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by competent professionals who perform services of a similar nature as described in this Agreement.

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

### II. TERMS & CONDITIONS

- A. **Project Description.** Project includes on-call, as needed professional consulting services and other design services during the Contract term, as may be requested by Thornton on an as-needed Project basis. Projects may include, but are not limited to, modifications and additions to existing facilities and building systems, design for new facilities, feasibility studies, reports and evaluations relating to architectural and engineering programming, planning, design permitting and construction administration. Services may include field verification of existing building systems, site planning, edification of existing utilities, interpretation of preceding construction documents, facilitating public outreach, permitting services, lifecycle analysis, existing building systems capacity, project management and all other activities to product documents and permits in preparation for construction or installation services.

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

C. **Term; Commencement and Termination Date.**

1. This Agreement shall commence on the Effective Date above and shall terminate on December 31, 2029, unless terminated earlier by Thornton pursuant to the terms of this Agreement. After the First Term, this Agreement will renew at the same time for up to four (4) additional one (1) year terms, at the same prices unless changed in accordance with Section 3. Billable Rates, and in accordance with these terms and conditions.
2. If a Purchase Order for the Services\Work has been issued by Thornton to Consultant, and the Services\Work will not be completed before the Agreement's termination date, Thornton, at its reasonable discretion, may direct Consultant to complete the Work, and the terms and conditions of this Agreement shall survive until the Work is complete to Thornton's satisfaction.
3. Notwithstanding the termination date of this Agreement as described above in Sec. C.1, Thornton in its sole discretion, may extend this Agreement by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s) for an additional six (6) months to ensure the continuation of all Services\Work while Thornton seeks to solicit other vendor(s) for the same or similar Services\Work. Any such Amendment shall be subject and subordinate to the terms of this Agreement, except as otherwise agreed to in writing and signed by the Parties.

D. **Task Assignment.**

1. This Agreement provides the master terms that apply to all Services for which Thornton engages Consultant to perform on or after the date of this Agreement.
2. Thornton shall give a written assignment to the Consultant to perform the specified Scope of Services (SOS) as authorized by each Task Assignment issued in accordance with this Agreement. Task Assignments shall be established through a Purchase Order or written Amendment.
3. Except for the limitations set forth in this Agreement, Consultant understands there is no limit on the number of Task Assignments that may be issued by Thornton.

4. Any Task Assignment issued during the term of this Agreement and not completed before the term expires or terminates, shall be completed within the time specified in the Task Assignment.
5. The total compensation for any Task Assignment may be subject to a NTE amount as provided for in **Exhibit C**.
6. This Agreement does not guarantee any work to the Consultant and Thornton has no obligation to issue a Task Assignment to Consultant for any Services nor does this Agreement create any exclusive right to perform any Service and Thornton may hire others to perform the kinds of Services that Consultant performs.

**E. Contract Documents.**

1. The following documents, including all exhibits and attachments listed, contained or referenced herein, by this reference are incorporated, *verbatim*, and will hereafter be the Agreement:
  - a. Purchase Orders (includes Task Assignment SOS);
  - b. Approved Amendments to this Agreement;
  - c. This Agreement for Professional Consulting Services (together with Exhibits); and
  - d. The Request for Proposals, including all Addenda, if any.
2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph E.1 above after the first listed document.

**F. Compensation.**

1. Remuneration. In consideration for the completion of the Services by Consultant, Thornton will pay Consultant the billable hourly rates, and approved reimbursable expenses, in accordance with the attached **Exhibit C, Schedule of Charges**. The total compensation for a given Task Assignment may be subject to a NTE amount as provided for in **Exhibit C**. Upon mutual agreement, a NTE amount may be converted to a lump sum fee.
2. Invoicing.
  - a. Consultant shall prepare and send by electronic format a detailed monthly invoice to [ap.invoices@ThorntonCo.gov](mailto:ap.invoices@ThorntonCo.gov).

- b. Invoices become due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.
  - c. Invoices shall reference the Purchase Order Number assigned by Thornton, and be itemized showing hourly breakdowns for personnel, and other charges.
  - d. Each invoice will show the total amount from the date of the original Agreement, and any subsequently issued Purchase Orders and amendments that change the amount of the Agreement. In addition, invoices must include billing and payment summaries up to the date of the submitted invoice. Thornton reserves the right to withhold final payment until the Services are complete. Consultant shall not perform any Services without receiving a Purchase Order issued by Thornton.
  - e. Consultant shall break down invoices by the phases specified in the Scope of Work. Each phase shall be further itemized by cost for each completed task performed for that phase. Consultants will only invoice Thornton for work that is performed to Thornton's satisfaction, or the percentage of work satisfactorily performed for that phase, unless Consultant has Thornton's written approval in advance. Under no circumstances will Consultant submit an invoice for work for more than the total amount specified for any given phase. Furthermore, under no circumstances may Consultant bill or otherwise invoice for work not specifically authorized.
3. Billable Rates. The billable rates in **Exhibit C** shall remain fixed for the initial twelve (12) month period after the Effective Date. However, Consultant may request an increase to the Billable Rates every twelve (12) month period thereafter, provided Consultant's request is in writing and given to Thornton a minimum of sixty (60) Calendar Days before the next 12-month period begins. Under no circumstances will any Billable 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. Any adjustment to Billable Rates shall be effective after the written Amendment has been executed by Thornton and Consultant.

**G. Changes to Consultant's Scope of Work, Terms or Conditions.**

1. A change in Consultant's Scope of Services is any change or amendment of Services that is different from, or in addition to either Consultant's General Scope of Services as defined in **Exhibit A** of this Agreement or the specific Task Assignment.
2. No change to the General Scope of Services, including any requested additional compensation, shall be effective or paid unless authorized by a

written amendment executed by Thornton's City Manager (Manager) or Manager's designee(s).

3. All changes made to any Task Assignment shall be done by an authorized Purchase Order or a written amendment. If Consultant proceeds without written authorization, Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on a theory of promissory estoppel, unjust enrichment, quantum meruit, or implied contract.
4. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the General Scope of Services or the terms of this Agreement.

H. **Personnel Assignments, Subcontracting.**

1. Consultant shall perform the Services with the personnel identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton. All of Consultant's key professional personnel identified in **Exhibit B** will be assigned by Consultant or subconsultant (includes any subcontractors) to perform Services under this Agreement. Consultant shall submit to Thornton a list of any additional key professional personnel who will perform Services under this Agreement within thirty (30) Calendar Days after this Agreement has been executed, together with complete resumes and other information describing their ability to perform the tasks assigned. Thornton may, in its reasonable discretion, approve or reject any person or persons at any time working for Consultant. It is the intent of the Parties that all key professional personnel be engaged to perform their specialty for all such Services required by this Agreement and that Consultant's and the subconsultant's key professional personnel be retained for the term of this Agreement to the extent practicable and to the extent that such Services maximize the quality of Services performed hereunder.
2. If Consultant decides to replace any of its key professional personnel, it shall notify Thornton in writing of the changes it desires to make. No such replacement shall be made until the replacement is approved in writing by Thornton, which approval will not be unreasonably withheld. Thornton will respond to Consultant's written notice regarding replacement of key professional personnel within fifteen (15) Calendar Days after Thornton receives the list of key professional personnel, which Consultant desires to replace. If Thornton does not respond within that time, the listed personnel will be deemed to be approved by Thornton.
3. If, during the term of this Agreement, the Manager or Manager's designee(s) determines that the performance of approved key professional personnel is not acceptable, they will notify Consultant and give Consultant the time that the Manager or Manager's designee considers reasonable to correct such performance. Thereafter, the Manager or Manager's designee may require

Consultant to reassign such key professional personnel. If the Manager or Manager's designee notifies Consultant that certain key professional personnel must be reassigned, Consultant shall use its best efforts to obtain adequate substitute personnel within ten (10) Calendar Days from the date of the notice.

4. While Consultant may retain and subcontract with subconsultants, no final agreement with any such subconsultants shall be entered into without the prior written consent of the Manager or Manager's designee. Requests for such approval must be made in writing and include a description of the nature and extent of the Services to be provided by the subconsultant, the name, address, the professional experience and qualifications of the subconsultant and any other information. Approval of the subconsultant shall not relieve Consultant of any obligations under this Agreement. Any final agreement with the approved subconsultant must contain a valid and binding provision whereby the subconsultant waives any and all rights to make a claim of payment against Thornton arising out of the performance of the Services under this Agreement. Subconsultants listed in Consultant's Proposal will be deemed acceptable unless Thornton notifies otherwise.
5. Since Consultant's represented professional qualifications are a consideration to Thornton in entering into this Agreement, the Manager or Manager's designee will have the right to reject any proposed subconsultant deemed unqualified or unsuitable for any reason to perform the proposed Services, and the Manager or Manager's designee(s) will have the right to limit the number of subconsultants.
6. Consultant shall not retain any subconsultant to perform Services under this Agreement if Consultant is aware, after a reasonable inquiry has been made, that it is connected with the sale or promotion of equipment or material which is or may be used on the Services, or any other conflict of interest exists; but in unusual circumstances, Thornton may permit a waiver in writing provided that Consultant has fully disclosed any conflict of interest of its subconsultant.

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

1. All of the Services performed under this Agreement by Consultant shall comply with all applicable laws, rules, regulations, and codes of the United States and the State of Colorado and with the charter, ordinances, and rules and regulations of Thornton.
2. Consultant's attention is directed to the fact that all applicable state and federal laws, county and city ordinances, licenses and regulations of all authorities having jurisdiction over this Agreement and the Services shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though written out in full.

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

1. Thornton will provide Consultant with reports and such other data as may be available to Thornton ("Project Information") and reasonably required by Consultant to perform the Services.
2. No Project Information shall be disclosed by Consultant to third parties without prior written consent of Thornton or pursuant to a lawful Court Order directing such disclosure.
3. All Project Information provided by Thornton to Consultant shall be returned to Thornton at the end of the Project upon Thornton's request. Consultant is otherwise authorized by Thornton to retain copies of Project Information at Consultant's expense.

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

1. All Services, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, aerial photography or any other materials ("Work Product") developed for this Project by Consultant are and shall be the sole and exclusive property of Thornton. Aerial photography supplied by Thornton to Consultant shall not be utilized by Consultant for any purpose other than the Project.
2. Consultant hereby transfers any copyright, trademark, or other intellectual property rights of Work Product to Thornton. However, any reuse of Work Product by Thornton without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at Thornton's risk.
3. Consultant shall provide Thornton with a ten (10) Calendar Day written notice that it has Project Information and Work Product it intends to dispose of, during which time Thornton may take physical possession of such documents.

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

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

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

### III. MISCELLANEOUS TERMS

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

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

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

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

- |    |   |             |
|----|---|-------------|
| a. | Each Occurrence   | \$2,000,000 |
| b. | Products/Completed Operations Aggregate   | \$2,000,000 |
| c. | Personal and Advertising Injury   | \$2,000,000 |
| d. | General Aggregate   | \$4,000,000 |
| e. | This policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of: |             |
|    | i. Premises-operations;   |             |
|    | ii. Products and completed operations including materials designed, furnished, and/or modified in any way by Consultant;                        |             |
|    | iii. Independent subcontractors or subconsultants;  |             |

- iv. Contractual liability risk covering the indemnity obligations set forth in this Agreement; and
  - v. Where applicable, liability resulting from explosion, collapse, or underground exposures.
- f. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

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

- a. Each Claim \$2,000,000
- b. Aggregate \$2,000,000
- c. If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

4. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of Consultant's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.
5. Other insurance with varying limits which from time to time may reasonably be required by the mutual agreement of Thornton and Consultant against other insurable hazards relating to the Services.
6. Consultant shall procure and maintain and shall cause any subconsultants to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by Consultant pursuant to this Agreement. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
7. Consultant shall name Thornton, its officers, agents, and employees as additional insureds with respect to the commercial general liability and auto liability coverages required herein. A Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsements, to Thornton by Consultant's Insurance Agent(s) as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect and shall be subject to review and approval by Thornton **prior to commencement of any Services under this Agreement.** The initial

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

City of Thornton  
Patrick Hinterberger, Contracts Supervisor  
9500 Civic Center Drive  
Thornton, CO 80229-4326

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

8. Failure on the part of Consultant or a subconsultant to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement**, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Consultant to Thornton upon demand, or Thornton may offset the cost of such premiums against any monies due or that become due to Consultant from Thornton.
9. Thornton reserves the right to request and receive a certified copy of any policy and any endorsement. Consultant agrees to execute any and all documents necessary to allow Thornton access to any and all required insurance policies and endorsements.
10. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by Consultant. Consultant shall be solely responsible for any deductible losses under the policies required above.
11. Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Agreement by reason of its failure to procure and maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.
12. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

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

D. **Independent Contractor.**

1. It is understood and agreed by and between the Parties that the status of Consultant shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical services for limited periods of time and it is not intended, nor shall it be construed, that Consultant is an employee or officer of Thornton under Chapter VII of the City Charter, or Chapter 54 of the City Code, or for any purpose whatsoever.
2. Without limiting the foregoing, the Parties hereby specifically acknowledge that **Consultant** or any employee, agent or subconsultant of Consultant **is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by Consultant or some other entity besides Thornton, that Consultant is not entitled to Workers' Compensation benefits from Thornton and that Consultant is obligated to pay federal and state income tax on any monies earned pursuant to this Agreement.** The Parties further acknowledge that the provisions of this paragraph are consistent with Consultant's insurance obligations which are set forth in this Agreement.

E. **Termination.**

1. **Termination for Convenience.**
  - a. In the event the Agreement is terminated for convenience, Consultant shall not be entitled to profit or overhead on uncompleted Services. If, however, Consultant has substantially or materially breached the terms of this Agreement, Thornton may seek to exercise any and all available legal and equitable remedies.
  - b. In the event this Agreement is terminated by Thornton for convenience, Thornton shall issue a written Notice of Termination and Thornton shall pay Consultant for all Services previously authorized and properly completed prior to the date of the Notice of Termination.
  - c. Notwithstanding the foregoing, if a Notice to Proceed for a specific Task Assignment's Scope of Services has been issued by Thornton to Consultant and the Services will not be completed by the Agreement's termination date, and if Thornton desires Consultant to complete the Services, the terms and conditions of this Agreement shall survive the

termination date of the Agreement and continue until the Services for that Task Assignment are complete to Thornton's satisfaction.

- 2. **Termination for Non-Appropriations.** In the event that the Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year beyond the initial year, Thornton may terminate this Agreement without penalty and be released of further obligations.
- 3. **Termination for Cause.** Thornton shall have the right to terminate this Agreement immediately upon notice to Consultant if Consultant has materially breached the terms of this Agreement. In such event, Thornton shall pay Consultant for all Services previously authorized and completed prior to the date of termination in compliance with the terms of this Agreement and to Thornton's satisfaction, provided that there shall be no limitation of Thornton's right to exercise any and all available legal and equitable remedies.

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

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

**THORNTON:**

City of Thornton  
Attention: Contracts Supervisor  
9500 Civic Center Drive  
Thornton, CO 80229-4326

**CONSULTANT:**

Attention: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

I. **Assignment.** Consultant agrees not to assign, pledge, or transfer its duties and rights in this Agreement, in whole or in part, without first obtaining the written consent of the Manager or Manager's designee(s).

- J. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.
  
- K. **Inspection of Records.** In connection with the Services performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Consultant's and subconsultant's books, documents, papers, and any other records of Consultant and subconsultants that relate to the Services. Consultant further agrees that such records shall contain information concerning the personnel who performed the Services, the specific tasks they performed and the hours they worked. Consultant shall retain these records for three (3) years after termination of this Agreement.
  
- L. **Conflict of Interest.** Consultant agrees that it and its subsidiaries, affiliates, subconsultants, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. Consultant represents that it has disclosed any and all current or potential conflicts of interest. A conflict of interest shall include transactions, activities, or conduct that would affect the judgment, actions, or Services of Consultant by placing Consultant's own interests, or the interest of any party with whom Consultant has a contractual arrangement, in conflict with those of Thornton. Thornton, in its sole discretion, will determine the existence of a conflict of interest and may terminate this Agreement in the event such a conflict exists after it has given Consultant written notice, which describes the conflict. Consultant shall have twenty (20) Calendar Days after the notice is received to eliminate or cure the conflict of interest in a manner acceptable to Thornton.
  
- M. **Coordination of Services.** Consultant shall fully coordinate its Services with other consultants, contractors or other entities performing services on the Project that interfaces with or is affected in any way by Consultant's Services, and with any interested Thornton or other governmental agencies.
  
- N. **Non-Discrimination.** Consultant, its agents, employees, contractors, and subconsultants shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.
  
- O. **Advertising and Public Disclosures.** Consultant shall not include any reference to this Agreement or to the Services performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or Manager's designee(s). Any oral presentation or written materials related to Consultant's Services shall include only presentation materials, Work product, designs, renderings, and technical data that have been accepted by Thornton. Thornton shall be notified in advance of the date and time of any such presentations. Nothing herein, however, shall preclude the transmittal of any information to officials of Thornton, including without limitation, the Mayor or member or members of City Council.
  
- P. **Other Project Work.** Consultant and its subsidiaries and affiliates shall not bid upon

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

- Q. **Time is of the Essence.** The Parties agree that in the performance of the terms and requirements of this Agreement by Consultant that time is of the essence.
- R. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns permitted under this Agreement.
- S. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- T. **Joint Venture.** If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Consultant set forth in this Agreement.
- U. **Taxes and Licenses.** Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to the Services, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the Services. Consultant shall furnish Thornton, upon request, duplicate receipts or other satisfactory evidence showing or certifying to the proper payment of all required licenses and taxes. Consultant shall promptly pay, when due, all bills, debts, and obligations it incurs performing the Services and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- V. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
- W. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Consultant and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person on such Agreement. It is the express intention of Thornton and Consultant that subconsultants and any other persons other than Thornton or Consultant receiving any benefits from this Agreement shall be deemed to be incidental, and not intended, beneficiaries only.
- X. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner

specified by any applicable City regulation, rule, and/or ordinance. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the grounds that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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

APPROVED AS TO LEGAL FORM:  
Tami Yellico, City Attorney

CITY OF THORNTON, COLORADO:

By: \_\_\_\_\_  
Michael J. Hickman  
Senior Assistant City Attorney

\_\_\_\_\_  
Kimberly Newhart  
Finance Director

ATTEST:

CITY OF THORNTON, COLORADO:

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

\_\_\_\_\_  
Sean Saddler, PE  
Support Services Director

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

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## EXHIBIT A

### CONSULTANT'S SCOPE OF WORK

Project Description: Consultant shall provide, alone or more of the Services listed below for architectural, engineering and other design services during the Contract term, as may be requested by Thornton on an as-needed Project basis. Projects may include, but are not limited to, modifications and additions to existing facilities and building systems, design for new facilities, feasibility studies, reports and evaluations relating to architectural and engineering programming, planning, design permitting and construction administration. Services may include field verification of existing building systems, site planning, edification of existing utilities, interpretation of preceding construction documents, facilitating public outreach, permitting services, lifecycle analysis, existing building systems capacity, project management and all other activities to produce documents and permits in preparation for construction or installation services. All Services, where required, shall be stamped by a licensed architect and/or professional engineer registered in the State of Colorado and comply with all applicable local, state and federal codes and regulations

A designated Thornton representative will issue a request for Task Proposal for a Project to one (1) or multiple Consultants for competitive pricing per the City of Thornton's Procurement Code. Task Proposals shall be returned by the Consultant within an agreed upon length of time but no more than ten (10) business days. An exact Project scope Exhibit "A" and a not-to-exceed (NTE) fee based upon hourly rates in Exhibit "C" shall be negotiated and agreed upon, in writing, prior to the Consultant beginning Work on a particular Project. The submitted Task Proposal and billing shall include a breakdown of personnel, personnel job titles, Subconsultants, reimbursables, a brief description of the Work, including deliverables and permitting requirements, and a Critical Path Project Design Schedule. A Purchase Order (PO) will be delivered to the Consultant to initiate the Work on the Project. Invoices for Work shall be submitted on a monthly basis and shall be categorized and identified as reflected in the proposal, including documentation for Consultant's hourly services and invoices for all Subconsultant services and reimbursable costs.

Specifically, the Consultant may be asked to perform the following Services:

Architectural - The design and evaluation of Thornton facilities or third-party facilities related to a Thornton joint-partner Project. Work scopes may include feasibility studies, building additions, remodeled spaces within an existing building and interior finish work. Evaluations and designs shall be sufficient to provide compliance with all authorities having jurisdiction, industry standards, provide functionality and operations as described in user interviews and aesthetically pleasing results. Consultant will coordinate any required testing of soils, concrete, masonry, and steel with Thornton's testing consultant. If a geotechnical information is required for the Project, the Consultant shall contract with a geotechnical firm for consideration and use during design.

Architectural Renderings – Consultant shall provide dimensional renderings of building related design projects. All renderings shall be done in accordance with procedures and techniques considered to be standard for the industry.

Civil Engineering – Site development design and construction services relating to Thornton facilities. The Work scope includes design (or review of architectural design) of site development to ensure proper drainage of storm water, utility connection, traffic engineering, drive lanes and connection to streets, and other site related design and construction information.

Computer Aided Design and Drafting (CADD) - Services for CADD drafting of building and related design Projects. All CADD drafting shall be done in accordance with the procedures and techniques considered to be standard for the industry and Thornton's file requirements. CADD Work shall be performed on an AutoCAD version compatible with the Thornton's systems.

Electrical - Consultant will provide analysis and design Services for electrical systems sufficient to provide information evaluating the adequacy of existing systems, and to insure the adequacy and compatibility of new systems.

Field Observation Services - Consultant will provide field observation Services for the evaluation and/or construction of Capital Improvement Projects. This Work shall include, but not be limited to, observation of buildings, building systems and components, construction and building associated site work.

Interior Design – Consultant will provide interior design for Projects. This will include coordination of placement of furniture, equipment, fixtures, signage, and other building accessories/features. This shall also include selection and color coordination of materials. Consultant shall advise Thornton on lead times and availability of all project equipment, materials, supplies, and furnishing to ensure that all of these will be available to Thornton in a timely fashion so as to not delay the Project and/or the Thornton's beneficial occupancy of the building/project.

Life Safety – Consultant will provide analysis and design services for Life Safety for building systems sufficient to provide information for evaluating the adequacy and efficiency existing systems, and to insure the adequacy and efficiency of new systems.

Mechanical - Consultant will provide analysis and design Services for heating, ventilating, and air conditioning systems sufficient to provide information for evaluating the adequacy and efficiency of existing systems, and to insure the adequacy and efficiency of new systems.

Plumbing - Consultant will provide analysis and design Services for plumbing systems sufficient to provide information evaluating the adequacy of existing systems, and to insure the adequacy of new systems.

Public/Staff Involvement - Any Project handled by the Consultant could conceivably require contact and meetings with the public, Thornton, and officials. Consultant shall provide all Exhibits and aids necessary to conduct such meetings and presentations. Attendance at these meetings may also be expected. Consultant may be required to lead public and staff

meeting efforts, including public hearings and neighborhood meetings and City Council meetings.

Roofing - The design and evaluation of building roof replacement projects. Work scopes may include, but not be limited to, evaluation of wall, mechanical, electrical, plumbing, structural, decking, and insulation systems as required to design or specify replacement roofing systems. Evaluation and design shall be sufficient to provide code compliance and visually pleasing results. Consultant will coordinate any required testing of existing roofing systems, concrete, masonry, and steel with Thornton.

Scheduling - Consultant will provide Critical-Path-Method (CPM) scheduling on Thornton projects to identify Project duration and conflicts between interrelating project activities and/or milestones.

Space Planning - Consultant will provide analysis and design Services for functional and spatial planning, and layout for facilities and operations of Thornton.

Structural - The analysis and design of structural building systems sufficient to provide information for evaluating the structural integrity of existing structures, and the necessary integrity for new structural systems.

Technology Backbone – Consultant will provide analysis and design of the technology backbone system sufficient to provide information of evaluating the adequacy of existing systems, and to insure the adequacy and efficiency of new systems. Scope may include design of underground conduit size and quantity, necessary fiber and copper cabling, and trench path from existing ground box to the building MDF room. This may also include the design and coordination of low voltage communications/technology systems, routing of raceways, conduits and outlets and the required spaces to accommodate electrical data, communication, audio visual, and other low voltage systems wiring. Consultant shall prepare and be responsible for technology design and documents based on the City Standards for Telecommunications, Audio Visual, Electronica Safety and Security systems, Fire Alarm, and other low voltage systems appropriate to the level of design completion.

Utilities Design - Consultant will provide new utility and utility relocation design including, but not limited to, water lines, sanitary sewers, and storm sewers, including coordination with the utility companies on behalf of Thornton.

Other - Consultant will provide analysis and design Services for miscellaneous assignments as needed.

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**The Scope of Work required by the Consultant may vary by Project. However, on a larger, more complex Project, Consultant may be required to provide the following additional information and details.**

I. Background Information

Thornton will provide the Consultant with available information related to the Project. If available, information will include Thornton's historical documents for the project including existing drawings in electronic or hard copy formats, geotechnical information, environmental reports, aerial photographs, Geographic Information System (GIS) parcel and base map data, and the City of Thornton Standards and Specification for the Design and Construction of Public Improvement. Thornton may not have electronic Computer Aided Design and Drafting (CADD) files for any portions of the Project at this time. The Consultant will be responsible for validating the information supplied by Thornton. The documentation given to the Consultant is for information only, and Thornton does not guarantee its accuracy.

II. Project Design Schedule

The Consultant shall maintain a Critical Path schedule for the Project indicating critical activities, constraints and milestones for the design of the Project. Consultant's Project Design Schedule shall represent activities as the number of days after PO issuance. Project Design Schedule shall include a milestone for the date the Project Drawings and Technical Specifications shall be available to the Thornton project manager to release to Contractor's for bidding purposes. The Consultant shall provide notification to Thornton if a schedule variation is required. Time is of the essence and all efforts shall be made by the Consultant to successfully implement the Project Design Schedule with no variations. If no variations are requested by the Consultant, Thornton shall know the latest Project Design Schedule is current and valid. All meetings identified in this Scope of Work shall be represented within Consultant's schedule. Preliminary Design Review Meeting, Final Design Review Meeting, Final Design Delivery to Building Department and Final Design available for Contractor Bidding shall be, at a minimum, represented as a milestones.

III. Project Drawings, Technical Specifications and Engineer's Estimate of Probable Construction Cost

The Consultant shall provide drawing sheets for the Project detailing the Work sufficiently to allow for the complete construction of the Project. The drawings shall not make any generalized blanket references to City of Thornton Standards and Specifications or to other national standards. Drawings shall not conflict with any information contained in the City of Thornton Standards and Specifications. If any sections of the City of Thornton Standards and Specifications are to be included by reference, the Drawings shall cite specific chapters and/or paragraphs of the reference standards. All applicable details shall be copied to the Project drawings.

A. Drawing sheets shall include, but not be limited to, the following:

1. A Title Sheet or General Sheets with AHJ's approval signature block, a vicinity map, Thornton's Project name and Project number, Project

address, issue block with dates and revision numbers, abbreviations, drawing index, sheet number block, professional wet-stamp block, name, street address, phone, fax, and email address of Consultant and all Subconsultants.

2. Code sheet with summary of applicable codes and standards, occupancy information, square footage of project, stories and building height, fire suppression information and other information as required by AHJ for permitting.
3. Dimensioned plan views, including but not limited to:
  - a. Civil drawings;
    - i. Staging
    - ii. Utilities
    - iii. Grading
    - iv. Stormwater Management
    - v. Site Furnishings
    - vi. Signage
  - b. Architectural Plans;
    - i. Demolition
    - ii. Reflective Ceiling
    - iii. Door and window Schedules
    - iv. Finish Schedule
  - c. Structural;
    - i. Special Inspections Schedule
  - d. Mechanical;
  - e. Plumbing;
  - f. Electrical;
  - g. Landscaping (if applicable);
  - h. Irrigation (if applicable);
  - i. Interiors (if applicable); and
  - j. Kitchen (if applicable).
4. Dimensioned Sections, including but not limited to:
  - a. Building;
  - b. Wall; and
  - c. Details.
5. Typical Details:
  - a. Civil, inclusive of City of Thornton Standards and Specifications;
  - b. Architectural;
  - c. Structural;
  - d. Mechanical;
  - e. Plumbing;
  - f. Electrical; and
  - g. Landscaping.

6. Elevations:
  - a. Exterior; and
  - b. Interior.

7. Table of Estimated Quantities for unit price Bid projects.

- B. The Consultant shall prepare Technical Specifications for the Project to describe the elements of Work proposed. In general, the Technical Specifications shall provide all of the requirements for all materials, products, installation procedures and quality requirements for the project and Work performed for the Project. All Technical Specifications shall be coordinated with Thornton's General and Special Conditions of the Agreement and shall not repeat or conflict with any information contained in the General and Special Conditions of the Agreement. Technical Specifications shall be organized per the Construction Specifications Institute's (CSI) MasterFormat.

The Technical Specifications shall not make any generalized blanket references to City of Thornton Standards and Specifications or to other national standards. Technical Specifications shall not conflict with any information contained in the City of Thornton Standards and Specifications. If any sections of the City of Thornton Standards and Specifications are to be included by reference, the Project Technical Specifications shall cite specific chapters and/or paragraphs of the reference standards.

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

- C. The Consultant shall prepare an Engineer's Estimate of Probable Construction Cost for the Project. The estimates shall be based on a work breakdown structure describing finite elements of the Work and unit prices applicable to each element. The work breakdown structure shall include items for construction, general conditions including mobilization, Project close-out and Construction Administration. Thornton requires that a construction contingency allowance of at least ten percent (10%) of the Project construction budget be reserved and carried as a separate line item in all cost estimates. At any point during the Project, should the cost estimate exceed the currently approved budget, Consultant shall prepare a list of possible Value Engineering (VE) alternates to bring the design back within budget. Thornton will either approve the inclusion of VE suggestions and/or amend the budget prior to commencing with the next phase of design.

#### IV. Preliminary Design Phase

##### A. Preliminary Design Phase Meetings

1. The Consultant shall attend a Project Kick-Off Meeting with Thornton staff to initiate the Project with the Thornton Project Team and Subconsultants.
2. The Consultant shall conduct user interviews, as necessary, with the various user groups within Thornton, including but not limited to: operational user group, Building Maintenance, Infrastructure, Community Services, City Development, Thornton Building Department, Thornton Fire Prevention and any other Thornton departments. These meetings shall be facilitated by the Consultant to obtain needs from the various user groups, understand the functionality after construction, understand the interpretation of the codes governing the project and the desired outcome of the Project. The Consultant shall plan to facilitate a minimum of three (3) meetings during this task. The Consultant shall document the requests of each user group in a Design Request Log and provide a status update to Thornton on each request within seven (7) Calendar Days of the meeting. If a user's request cannot be accommodated within the Project, the Consultant shall present alternate solutions within the Project and discuss with Thornton prior to formalizing within the design.
3. The Consultant shall meet at the Project Site and review the existing field conditions. Subconsultants, Thornton staff and other designated representatives shall be present during this review. The Consultant is responsible for documenting the existing conditions of the Project Site for use during the Project. The Consultant shall document the proceedings of the meeting and route to meeting attendees within two (2) Calendar Days of the meeting.
4. The Consultant shall initiate meetings with the Infrastructure Division, Thornton Building Department and Thornton Fire Prevention to obtain preliminary information on civil, building and fire code requirements and complete any necessary applications for permits prior to construction. The Consultant shall document the proceedings of the meeting in the Design Request Log and route to meeting attendees within two (2) Calendar Days of the meeting.
5. The Consultant shall perform a thorough coordination review meeting of all drawings and Technical Specifications, including Subconsultants' drawings and specifications, and notify Subconsultant(s) of any discrepancies. The drawings shall show, at a minimum, all existing and proposed features both above and below the ground including, but not limited to, streets, highways, sidewalks, structures, fences, gates, utilities, signs, fixtures, floodplains, pavements, plantings, trails, water, sewer, and electrical services, and other proposed utilities such as storm sewer, telephone, cable, fiber, structures, etc. The Consultant shall document the proceedings of the

coordination review meeting and route to Thornton's project manager within two (2) Calendar Days of the meeting.

6. Upon completion of the Preliminary Design Phase Package, the Consultant shall facilitate a Preliminary Design Review meeting and present the Preliminary Design to the Thornton Project Team including a review the Design Request Log. This meeting shall be scheduled a minimum of fourteen (14) Calendar Days after the delivery of the Preliminary Design Package. The Consultant shall document the proceedings of the meeting in the Design Request Log and route to meeting attendees within two (2) Calendar Days of the meeting.

The Consultant shall make document revisions noted and agreed upon at the Preliminary Design Review meeting within fourteen (14) Calendar Days following the meeting. Revisions may include denoting work elements as Bid alternatives and revising the bidding form and Alternates specification section if, in Thornton's sole opinion, the cost estimates are not consistent with the budgeted level of funding and the value engineering efforts have not sufficiently reduced the cost estimate to align with the budget. If, in Thornton's sole opinion, the final documents submitted by the Consultant do not adequately respond to the Preliminary Design Review meeting comments, the Consultant shall revise and reissue the final documents at no additional cost to Thornton until all comments are resolved to Thornton's satisfaction.

7. Upon completion of the Preliminary Design Package, Thornton may conduct one (1) public meeting for the Project during the design process. Thornton will prepare and distribute notices for public meeting. The Consultant shall prepare graphic presentation materials and facilitate a presentation to citizens, based on the selected design. The Consultant shall document the proceedings of the meeting and route to Thornton's project manager within two (2) Calendar Days and shall assist Thornton in addressing and resolving citizen concerns within fourteen (14) Calendar Days.
8. Upon completion of the Preliminary Design Package, Thornton may conduct one (1) City Council Meeting for the Project during the design process. The Consultant shall prepare an agenda, graphic presentation materials and facilitate a presentation to City Council members, based on the selected design. The Consultant shall document the proceedings of the meeting and route to Thornton's project manager within two (2) Calendar Days and shall assist Thornton in addressing and resolving Council Members' concerns within fourteen (14) Calendar Days.

## B. Preliminary Design Phase Responsibilities

The following information shall be required due diligence activities from the Consultant. Each activity may result as a deliverable in the Preliminary Design Package or Final Design Package.

1. Consultant is responsible for documenting the existing conditions of the Project Site for use during the Project.
2. The Consultant shall be required to contact the Utility Notification Center for utility marking, shall review Xcel Energy, United Power, CenturyLink, Comcast, AT&T, Signal Ditch Company, petroleum companies, or other applicable utilities, and other private utility provider maps, as required, to accurately depict existing utility locations, depths and points. The Consultant shall determine whether the level of accuracy thus provided is adequate; if it is not, the Consultant shall be responsible for establishing such accuracy through other appropriate means such as surveying and potholing and is responsible for all Colorado Subsurface Utility Engineering requirements.
3. The Consultant shall provide the necessary field survey, using Thornton's control points, to identify existing features necessary to accurately complete the design of the Project. All required survey Work shall be performed by a licensed surveyor registered to practice surveying in the State of Colorado. The Work shall include, but not be limited to, the following:
  - a. Existing site improvements;
  - b. Surface treatments including pavements, curb and gutter, curb ramps, driveways, steps, etc.;
  - c. All structures above and below ground;
  - d. All utilities above and below ground, including irrigation lines, poles, vaults, hydrants, cabinets, etc.; and
  - e. Street addresses of building structures.
4. The Consultant shall provide a Geotechnical Report for the Project site with the necessary number of geotechnical borings to determine soil properties and make recommendations on the design of the applicable elements including, but not limited to, pavement design, structure foundations, retaining structures, pipe bedding, backfill, grading, compaction, and waterproofing, if applicable. Thornton reserves the right to have a third-party consultant review the Geotechnical Report and related construction documents.

5. The Consultant shall be required to contact and coordinate design and scheduling with any impacted regulatory agencies and jurisdictions including, but not limited to, Colorado Department of Transportation (CDOT), Regional Transportation District (RTD), Urban Drainage and Flood Control District (UDFCD), Corps of Engineers, Federal Emergency Management Agency (FEMA), State Engineer, Environmental Protection Agency (EPA), Colorado Agricultural Ditch Company, if applicable. The Consultant shall initiate meetings with Thornton's Planning and Engineering Divisions to obtain applications for any necessary internal permits which may be required such as a Minor Development Permit or other, if applicable.
6. The Consultant shall comply with the International Building Code (IBC), International Fire Code, International Energy Conservation Code, Urban Drainage and Flood Control District (UDFC), Americans with Disabilities Act (ADA), American National Standards Institute, Inc. (ANSI), Association of State Highway Transportation Officials (AASHTO), and all other nationally adopted design standards, as well as other standards adopted by Thornton, in designing each element of the Project.
7. The Consultant shall provide survey information necessary for the design and construction of the Project. This information shall be shown on the drawings and shall include, but not be limited to, the following:

- a. General.

The Consultant shall fully describe the benchmark utilized for vertical control, including the specific datum or origin of the benchmark. The Consultant shall provide the specific datum of any United States Geological Survey (USGS) information (i.e. North Vertical Datum (NAVD88), National Geodetic Vertical Datum (NGVD29) etc.). More than one (1) control point must be used to develop the horizontal control for the Project. The control points utilized for horizontal control must be completely described to allow the points to be found by an individual who is unfamiliar with the area.

- b. Piped facilities.

The Consultant shall begin the stationing for any gravity pipe system at the low end, which shall be station 0+00.

### C. Preliminary Design Package

1. The Consultant shall submit one (1) electronic copy (.pdf) set of preliminary drawings, Technical Specifications, and Engineer's Estimate of Probable Construction Cost, on the date specified in the Project Design Schedule. The architectural and engineering drawings and Technical Specifications

submitted shall represent approximately fifty percent (50%) completion of the Project design. Drawings shall be 24" x 36" in size, with a plan scale of 1" = 20' or as otherwise appropriate and acceptable to Thornton. All drawing graphics shall fit on 11"x 17" paper when reduced to half size. All graphics, including text and dimensions, shall be legible when reduced to half size. Drawing graphics shall not be obscured when bound. Thornton will require a minimum of fourteen (14) Calendar Days to review the submitted information.

2. The Consultant shall prepare and submit information to be incorporated with Thornton's standard construction contract documents, including at a minimum, the following:
  - a. A brief description (one [1] paragraph) of the Project that adequately depicts the Work to be completed, which will be used in the Solicitation for Bids of Thornton's standard contract documents.
  - b. An estimate of the number of consecutive Calendar Days that will be required for completion of construction of the Project, which will be included in the Contract of Thornton's standard construction contract documents. The estimate shall take into account average weather conditions for the time of the year which construction is anticipated to take place. The estimate shall consider any intermediate milestones and construction phasing that may be necessary to complete the construction.
  - c. A summary of recommended modifications to the Special Conditions of the Agreement for the Project. The General Conditions of the Agreement will not be edited. The summary shall include, at a minimum, the type of schedule to be provided by the Contractor (whether Critical Path Method (CPM) or Gant), a list of other outside contractors and/or agencies the Contractor will be required to coordinate with, any special insurance requirements, language for unique conditions such as assignment of pre-purchased materials or equipment to the Contractor, a calculation for recommended liquidated damages to be imposed if the Contractor should fail to complete the Project within the specified contract time, Bid item descriptions including measurement and payment information, and an estimate of the time required for the review of shop drawings and submittals.

## V. Final Design Phase

### A. Final Design Phase Meetings

1. As necessary, the Consultant shall attend several On-Site Progress Meetings during the Final Design Phase to discuss previously undiscovered

conditions or concerns arising during final design. The Consultant shall document the proceedings of the meeting and route to meeting attendees within two (2) Calendar Days of the meeting.

2. After all permits have been approved for release, the Consultant shall prepare an updated Engineer's Estimate of Probable Construction Cost for the Project. The estimate shall be based on a work breakdown structure describing finite elements of the Work and unit prices applicable to each element. The Work breakdown structure shall include items for mobilization and Project close-out. Thornton requires that a construction contingency allowance of at least ten percent (10%) of the Project construction budget be reserved and carried as a separate line item in all cost estimates. Should the Pre-Final Engineer's Estimate of Probable Costs exceed Thornton's currently approved budget, the Consultant shall be required to revise the design to come within Thornton's budget at no cost to Thornton. Thornton may contract with an independent third party to provide assistance in cost estimating and value engineering. The Consultant shall cooperate with and participate in the value engineering process. The Consultant shall make changes to the design documents resulting from this effort.
3. Upon completion of the Final Design Package, the Consultant shall facilitate a Final Design Review meeting and record comments of all interested parties. This meeting shall be facilitated by the Consultant and the Consultant shall present the Final Design to the Thornton Project Team including a review the Design Request Log and an updated Engineer's Estimate of Probable Construction Cost. Should the Pre-Final Engineer's Estimate of Probable Costs exceed Thornton's currently approved budget, the Consultant shall be required to revise the design to come within Thornton's budget at no cost to Thornton. The Final Design Review meeting shall be scheduled a minimum of fourteen (14) Calendar Days after the delivery of the Final Design Package. The Consultant shall document the proceedings of the meeting and the meeting minutes and a Final Engineer's Estimate of Probable Costs, reflecting the construction costs within Thornton's approved budget, shall be routed to meeting attendees within two (2) Calendar Days of the meeting.
4. The Consultant shall make document revisions noted and agreed upon at the Final Design Review meeting within fourteen (14) Calendar Days following the meeting. Revisions may include denoting work elements as Bid alternatives and revising the bidding form and Alternates specification section if, in Thornton's sole opinion, the cost estimates are not consistent with the budgeted level of funding and the value engineering efforts have not sufficiently reduced the cost estimate to align with the budget. If, in Thornton's sole opinion, the final documents submitted by the Consultant do not adequately respond to the Final Design Review meeting comments, the Consultant shall revise and reissue the final documents at no additional cost to Thornton until all comments are resolved to Thornton's satisfaction.

B. Final Design Phase Drawings and Technical Specifications

1. Based on information and comments received during the Preliminary Design Review meeting, the Consultant shall prepare final drawings and Technical Specifications in Thornton's required format.
2. The Consultant shall identify and utilize an individual or individuals to perform an independent quality control check of the drawings and Technical Specifications to assure the documents are clear and complete and to assure functional coordination of the varied systems and components of the construction documents. This individual shall not have had a role in the development of the construction documents. The quality control check shall include checking dimensions, sizes, detail, section, and elevation references, coordination between the Consultant and Subconsultant's drawings, compatibility of materials, references within Technical Specifications to other sections and to drawings, and constructability. Consultant shall submit the comments from the independent quality control check to Thornton. Thornton may engage independent consultants to perform a separate peer review. Consultant shall supply all necessary calculations, analyses, and other documents and cooperate fully with any such independent peer review.
3. After the independent quality control check has been complete and when the Thornton project manager and the Consultant believes the documents are sufficiently complete for the Project, the Consultant shall submit design documents to Thornton's Building Department for review, as required. Consultant shall respond to review comments and shall make revisions as necessary to obtain approval for the building permit. These revisions shall be coordinated with Thornton's project representative(s) and all Subconsultants to assure all documents are coordinated among all design disciplines, to assure the revisions do not negatively impact efficient functioning of the Project, and to assure code compliance is achieved. Revisions shall be memorialized in an Addendum and shall be recorded in an Addendum narrative letter, an Addendum noted in the revisions block of the drawings and/or Technical Specifications and by clouding the drawing elements being revised. All comments submitted by the Building Department must be adequately addressed and a building permit approved prior to providing contract documents to the Contractor(s) for bidding purposes.
4. Concurrently, the Consultant shall insure that all applications for permits and reviews of other governmental and non-governmental agencies have been completed and approved prior to the delivery of contract documents. Permit applications required by Thornton's Planning and Engineering Divisions such as a Building Permit, or other, shall be completed. All permits required for the Project shall be obtained prior to the anticipated construction phase of the Project.

- C. When Thornton determines that the final contract documents are acceptable and have been approved by the Building Department (if applicable), the Consultant shall submit the following to Thornton for the Project:
1. One electronic set (.pdf) of wet stamped, plans and specs shall be provided to the Thornton project manager upon permit issuance by the City of Thornton's Building Department. Issue block shall say "Issued for Bid" and indicate the date. If applicable, the Project Manual shall be 8.5" x 11" and shall include Thornton's front end documents provided for the Project. Drawings shall be 24" x 36" in size, with a plan scale of 1" = 20' or as otherwise appropriate and acceptable to Thornton. All drawing graphics shall fit on 11"x 17" paper when reduced to half size. All graphics, including text and dimensions, shall be legible when reduced to half size. Drawing graphics shall not be obscured when bound.
  2. Electronic files of drawings in AutoCAD format compatible with Thornton's system shall be delivered to the Thornton project manager.
  3. Significant changes during the permitting process shall require the Consultant shall prepare an updated Final Engineer's Estimate of Probable Construction Cost for the Project. The updated Engineer's Estimate of Probable Construction Cost shall be routed to Thornton's project manager within two (2) Calendar Days of the final building permit approval. Thornton requires that ten percent (10%) of the engineer's estimate be available in the overall budget for a construction contingency, for unforeseen changes during the construction of the Project.
  4. The Consultant shall submit a Project Construction Schedule for planning efforts by Thornton, indicating: Milestones, Activities, Duration and Critical Path Activities. Using the schedule, determine the number of consecutive Calendar Days that will be required for completion of construction of the Project. The schedule shall take into account average weather conditions for the time of the years which construction is anticipated to take place.

## VI. Bid Phase

- A. The Consultant shall attend a Pre-Bid Conference and shall provide assistance to Thornton in responding to inquiries by the prospective bidders during the bidding period. Pre-Bid Conference is anticipated to occur within two (2) months of delivery, of Issued for Construction documents.
- B. Consultant shall modify all Construction documents in response to prospective bidder inquiries. These revisions shall be coordinated with Thornton's project representative(s) and all Subconsultants to assure all documents are coordinated among all design disciplines, to assure the revisions do not negatively impact functionality of the Project, and to assure code compliance is not affected. Revisions shall be memorialized in an Addendum and shall be recorded in an Addendum narrative letter, an Addendum noted in the revisions

block of the drawings with a delta associated with the Addendum and/or Technical Specifications and by clouding the drawing elements being revised. A formal addendum shall be issued by Thornton, assisted by the Consultant.

- C. The Consultant shall assist Thornton in the review of Bids received and the qualification of bidders as deemed appropriate by Thornton.
- D. Should the lowest responsive and responsible Bid come in above the currently approved budget, the Consultant shall prepare VE suggestions and estimates of related cost savings to bring the Project back within budget. Thornton will review the VE suggestions and estimated savings and will determine if the Project should be re-bid or awarded. Should Thornton choose to re-bid the Project, the Consultant shall revise the design to bring the design within the Project budget, shall prepare revised contract documents, and shall assist in the re-bidding phase, all at no additional cost to Thornton. Should Thornton choose to award the Project, the Consultant shall cooperate with the selected Contractor and assist in preparation of Proposal Requests, as directed by Thornton, to reduce the Project cost within budget, all at no additional cost to Thornton.
- E. At the end of the Bid Phase, the Consultant shall make final corrections to each set of contract documents based on addenda issued during the Bid phase. Drawing revisions shall be indicated by encircling changes with “clouds” and including a delta indicating the addendum number. All addenda dates and delta numbers shall also be indicated in the revision block on each sheet. Project Manual revisions shall be denoted by striking through deleted text and italicizing added text with the addendum number noted in parentheses immediately following each text revision. The Project Manual index shall indicate those sections that contain revisions by placing an asterisk next to the section number in the index. The Consultant shall provide revised engineer or architect stamped reproducible and electronic documents to Thornton within fourteen (14) Calendar Days following the opening of the Bids. Issue Block shall say “For Construction” and shall be dated as of the Contractor’s date of Notice of Award. The Consultant shall be required to have any changes that may impact the Project permits be reviewed and approved by those agencies or jurisdictions, including the Thornton Building Department and others, prior to the issuance of the Construction documents. Thornton will issue the For Construction documents to the successful Contractor for use during the construction phase. Consultant shall be responsible for the cost of printing and distributing For Construction documents to their Subconsultants.

## VII. Construction Phase

- A. Construction is anticipated to commence approximately sixty (60) Calendar Days following the delivery of the bid-ready set of documents. The Consultant shall attend the Pre-Construction Meeting for the Project site and provide assistance to Thornton in responding to inquiries by the Contractor during the Pre-Construction Meeting.

- B. The Consultant shall attend all weekly site meetings for the Project with the Contractor and Thornton. The Consultant shall submit a report for all field observations performed while on site to assure themselves and Thornton that the Work is proceeding in accordance with the intent of the contract documents. Thornton's Construction Coordinator shall oversee construction operations of exterior building components such as utilities tie-ins and crossings, exterior concrete reinforcement, asphalt, soil preparation, etc.
- C. The Consultant shall conduct field walks during the Project to observe and inspect the General Contractor's work and interpretation of the drawings and Technical Specifications.
- D. The Consultant shall review the Contractor's proposed submittal schedule and comment on the totality of submittal items and review times proposed. The Consultant and Contractor shall negotiate until mutually acceptable submittal items and review times are established. The Consultant and/or Subconsultant shall complete submittal review within ten (10) Calendar Days so as not to delay construction. Administration and distribution of submittal packages after receipt to Subconsultants is the sole responsibility of the Consultant.
- E. The Consultant's Subconsultant (Structural Engineer) shall be required to inspect any foundations and steel structures and provide a certified letter stating that the Work is acceptable based on the design. This letter shall be received by Thornton a minimum of one (1) week prior to Final Inspection by the Building Department.
- F. The Consultant shall promptly respond to Requests For Information (RFIs) issued by Thornton, the Contractor, subcontractors, testing agencies, commissioning agent, building department, or other entities within three (3) Calendar Days so as to not delay construction. Administration and distribution of RFIs after receipt to Subconsultants is the sole responsibility of the Consultant.
- G. The Consultant shall issue Supplemental Instructions to Thornton or their designated representative when an ambiguous condition requiring clarification is discovered in the Contract documents. The Consultant shall prepare documents providing clarification and/or correcting errors or omissions in the Contract documents at no charge to Thornton. Consultant shall prepare and submit a Plan Review Form and consolidated set of drawings and Technical Specifications as is required by the Thornton Building Department. Consultant shall prepare a Proposal Request to issue to the Contractor when such items may have a cost or schedule impact.
- H. The Consultant shall provide change order consultation as it relates to Change Order Requests submitted by the Contractor, including but not limited to, review of change order requests for impacts on schedule, quality, constructability, aesthetics, functionality, and proposed change order pricing. Change order consultation may also be necessary for discretionary changes requested by Thornton; however, such consultation is not included in the Not to Exceed fee for a given Scope of Work.

Compensation for discretionary change order consultation shall be made on a time and expense basis at the rates specified in the Schedule of Charges included in the Professional Service Agreement.

- I. Consultant and Subconsultants shall participate in a punch walk of the completed Project. Consultant shall be responsible for verifying the completed Project for compliance of the "For Construction" set of drawings and Technical Specifications, or latest compiled ASI drawings and Technical Specifications. Items found out to be of poor quality, out of standard practice, or non-conforming to the drawings and Technical Specifications shall be placed on a punch list for the General Contractor to correct. Administration and coordination of punch list items by Subconsultants is the sole responsibility of the Consultant. Consultant shall provide punch list items to Thornton within three (3) Calendar Days so as to not delay closeout of the Project.

Consultants and Subconsultants shall participate in a walk of the Project to confirm all punch list items have been corrected and addressed in a satisfactory manner. Acceptance shall indicate the Consultant and Subconsultants agree item is of quality and complies with standards within the industry.

#### VIII. Construction Management Option

Thornton may exercise an option to contract with the Consultant to provide visual observation and/or construction management Services during construction. The Consultant will provide Services outlined below from award of a Construction Contract until expiration of the one (1) Year Warranty period and Thornton's Final Acceptance of the Project.

1. Provide any and all administrative and management Services required to coordinate work of the Contractor with the activities and responsibilities of Thornton and the Consultant. Utilize best efforts to ensure that construction of the Project occurs in accordance with approved Project schedules and Project budgets.
2. Develop a project construction schedule in a "Critical Path Method" format acceptable to Thornton that incorporates the Contractor's accepted schedule of Work. Update the Project construction schedule continuously to incorporate the activities of the Contractor on the Project, including activity sequences and duration's, allocation of labor and materials, processing of shop drawings, product data and samples and delivery of equipment requiring long procurement or delivery times. Include in the Project construction schedule allowance for Thornton's occupancy requirements. Reissue updated schedules to Thornton and Contractor as required to show current conditions and scheduling changes required to comply with the contract period and/or contract completion requirements.

3. Schedule and conduct Pre-Construction, Construction and Progress Meetings. Progress Meetings shall be held weekly throughout the duration of this Contract with Thornton and the Contractor. Prepare thorough and concise reports or minutes of each meeting that accurately summarize results, decisions, assignments, deadlines, and discussions at each meeting. Expeditiously distribute weekly minutes to Thornton, Contractor and all meeting attendees. Revise and reissue meeting minutes if corrections are required.
4. Insure that all conditions of the Contract Documents are being fully met by the Contractor. Notify contractor of non-compliance with Contract Documents and recommend remedial actions required to correct problems to Thornton and to the Contractor. Insure that all necessary corrections are implemented.
5. Update the Project cost estimate to reflect all additions or deletions to the Contractor's Scope of Work and to the Project costs. Develop cash flow reports and forecasts as required by Thornton.
6. Review and approve the Schedule of Values submitted by the Contractor. Identify in a written report to Thornton variances between projected costs identified in the Construction Cost Estimate, completed in the Pre-Construction phase, and the Schedule of Values submitted by the Contractor.
7. Recommend necessary or desirable changes in the Contract Documents to Thornton. Review requests for changes and negotiate proposed changes with the Contractor for Thornton's approval. Prepare any Thornton approved Change Orders for signature by the Contractor or Thornton. Investigate any requests by the Contractor for changes to the Contract. Document the contractor's manpower, equipment and materials usage when claims are proposed or accepted. Make specific recommendations to Thornton as to the approval or denial of any Change Orders or Change Order requests. Generate all supporting documentation for Thornton relating to Change Orders or Change Order requests.
8. Address and analyze all claims filed by third parties during the Project. Generate all necessary documentation. Make a recommendation to Thornton for approval or denial.
9. Develop and obtain Thornton's approval for a payment application process. Review all payment applications submitted by the Contractor and determine whether the amount requested reflects the progress of the Contractor's Work. Make appropriate adjustments to each payment application and prepare and forward to Thornton on a minimum of a monthly basis a progress payment report. The report shall be in a format acceptable to Thornton and shall state the total Contract price, payments to date, current

payment requested, retainage and actual amounts owed for the current period. Included in this report shall be a Certificate of Payment that shall be signed by this Consultant.

10. Review the safety requirements of the Project and make recommendations for clauses to be included in the Contract documents to insure that safety programs will be implemented by the Contractor. Monitor these programs during construction to insure that proper safety precautions are being taken. Provide written notification to the Contractor of deficiencies noted, with recommendations for corrective actions to be taken.
11. Insure that all permits required by law are obtained by the architect, Contractor and Thornton.
12. Obtain and provide any material testing services necessary to insure satisfactory completion of the Project as required by the Contract Documents. Maintain complete records of all test results.
13. Implement inspection programs or processes to insure that all Work incorporated into the Project are completed as specified in the Contract documents.
14. Provide written direction to the Contractor regarding the interpretation of drawings and/or Technical Specifications on behalf of Thornton. Maintain written records of all such directions for inspection by Thornton.
15. Receive from the Contractor all shop drawings and submittals required in the Contract documents. Evaluate all such submittals and approve. Upon approval, issue written acceptance of the submittals to the Contractor. Maintain written records of the status and disposition of all submittals.
16. Submit written Project progress reports on a weekly basis to Thornton. Progress reports shall include a summary of the Work completed, Contractor and/or subcontractors presence on the job, problems experienced, percentage of Work complete, number of Contract Days elapsed, anticipated completion date and a summary of quantity and monetary amount of Change Orders issued.
17. Inspect and document the condition of all existing infrastructure that will be impacted by the construction of the Project to insure that any damages by the Contractor's operations can be documented and subsequent repairs made by the Contractor.
18. Coordinate the delivery, storage, protection, security and installation of Thornton purchased materials and equipment which are a part of the Project until such items are incorporated into the Project and accepted by Thornton.

19. Make a recommendation to Thornton for issuance of the Notice of Substantial Completion of the Project. Upon issuance of said Notice by Thornton, prepare in conjunction with Thornton and Contractor a detailed itemization of Work in need of repair, correction or completion. Insure that all Work noted as substandard and as referenced in the repair Punch-List is corrected.
20. When all Punch-List repairs are completed, make recommendation to Thornton that the Project is ready for Initial Acceptance. Secure and compile a comprehensive compendium of all warranty, guarantee, product operation, and maintenance manuals pertaining to the Work and its operation as prescribed in Thornton's Contract documents. Secure all required releases, affidavits, bonds and waivers from the Contractor as required by the Contract documents.
21. As a condition of Initial Acceptance of the Project by Thornton, insure that the General Contractor provides all required As-Built, and record drawings of the Project. Verify that As-Built or record drawings faithfully and accurately reflect As-Built conditions and that; As-Built conditions are contained in a reproducible and permanent manner on record drawings.
22. Provide a detailed list of warranty provisions of the Project. Recommend specific items of concern that Thornton should be aware of, or should pay special attention to at the end of the warranty period.
23. From Initial Acceptance through Final Acceptance of the Project, coordinate with Thornton and Contractor any necessary repairs to the Project during this period. Provide any necessary inspection as a result of said repairs. Conduct a Final Acceptance Inspection with Thornton, Contractor, Architect, and other approving Agencies, noting any deficiencies and coordinating their correction with the Contractor. Recommend to Thornton that Final Acceptance be issued to the Contractor upon completion of all outstanding items.

#### IX. Closeout Phase

- A. The Consultant shall be required to provide As-Built documents after Initial Acceptance. Drawings shall be submitted by Consultant as hard copy prints, and electronic (.pdf and CADD) files. The Issue block on the drawings shall say "As Built" and indicate the date which shall be the date of Initial Acceptance. The As-Built Project Manual shall indicate "As Built" and the date on the cover page. The Project Manual shall be submitted both in hard copy and as an electronic file (.pdf). As-Built documents shall be submitted to Thornton within fourteen (14) Calendar Days following, the date of Initial Acceptance.

- B. Consultant shall be responsible for reviewing the closeout documents provided by the General Contractor including the Operation and Maintenance Manuals. Consultant shall determine whether any documentation is absent from the submission by the General Contractor.

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### VIII. EXHIBIT 3

## REFERENCE AUTHORIZATION AND RELEASE FORM

By: \_\_\_\_\_, A Corporation  
 (Proposing firm) A Partnership whose address is:  
 An Individual

Proposing Firm has submitted a sealed proposal to the City of Thornton (Thornton) for engineering services for the **On-Call Architectural Services, Project No. 414-24** (Project).

Proposing Firm hereby authorizes Thornton to perform such investigation of proposing firm as it deems necessary to verify the qualifications, responsibility, trustworthiness and financial ability of Proposing Firm. By its signature hereon, the proposing firm authorizes Thornton to obtain reference information concerning the proposing firm. Proposing Firm further agrees to release and hold Thornton and the firm or agency providing reference information harmless from all liability resulting from providing the requested reference information to Thornton about the Proposing Firm.

Proposing Firm further authorizes Thornton to discuss and release reference information regarding Proposing Firm's performance as it will relate to this upcoming Project upon receiving a request for such information. Proposing Firm agrees to release and hold Thornton harmless from all liability associated with releasing such information about Proposing Firm.

Proposing Firm further waives its right to receive copies of reference information provided to Thornton. By signing below, Proposing Firm agrees with the terms of this Reference Authorization and Release and authorizes Thornton to obtain reference information concerning Proposing Firm.

A copy or facsimile of this executed Reference Authorization and Release Form may be used with the same effectiveness as an original.

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 Title

### Certificate Of Completion

Envelope Id: 52110AE5-CA78-4C1C-B3EC-E1924781EA24  
 Subject: Complete with Docusign: 414-24 RFP 12-16-24.pdf  
 Source Envelope:  
 Document Pages: 59  
 Certificate Pages: 5  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-07:00) Mountain Time (US & Canada)

Status: Completed  
 Envelope Originator:  
 Adam Reiner  
 9500 Civic Center Drive  
 Thornton, CO 80229  
 Adam.Reiner@thorntonco.gov  
 IP Address: 199.117.212.4

### Record Tracking

Status: Original  
 12/19/2024 10:05:04 AM  
 Holder: Adam Reiner  
 Adam.Reiner@thorntonco.gov

Location: DocuSign

### Signer Events

Patrick Hinterberger  
 patrick.hinterberger@thorntonco.gov  
 Sr. Contract Administrator  
 SHI OBO City of Thornton  
 Security Level: Email, Account Authentication  
 (None)

### Signature

DocuSigned by:  
  
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Sent: 12/19/2024 10:06:13 AM  
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### Editor Delivery Events

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### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

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### Status

### Timestamp

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### Timestamp

Contracts Administration  
 SSContractsandPurchasing@thorntonco.gov  
 Security Level: Email, Account Authentication  
 (None)

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Sent: 12/19/2024 10:06:14 AM  
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 Accepted: 12/18/2024 7:32:49 AM  
 ID: 9dce5cfc-57b0-4ec5-89bd-bafcff8082cd

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Event	Status	Timestamp
Envelope Sent	Hashed/Encrypted	12/19/2024 10:06:14 AM
Certified Delivered	Security Checked	12/19/2024 11:26:00 AM
Signing Complete	Security Checked	12/19/2024 11:26:21 AM
Completed	Security Checked	12/19/2024 11:26:21 AM

### Payment Events

### Status

### Timestamps



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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:

To contact us by email send messages to: [clerk@ThorntonCO.gov](mailto:clerk@ThorntonCO.gov)

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [clerk@ThorntonCO.gov](mailto:clerk@ThorntonCO.gov) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- Until or unless you notify SHI OBO City of Thornton as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by SHI OBO City of Thornton during the course of your relationship with SHI OBO City of Thornton.