

Request for Quotation (RFQ)

RFQ No. 276-25 Public Art Inventory and Collection Assessment

SCHEDULE OF EVENTS

RFQ Issued	08/06/25		Local Time
Deadline to Submit Questions	08/15/25	5:00 P.M.	Local Time
Response to Written Questions	08/20/25	5:00 P.M.	Local Time
RFQ Due Date	08/29/25	5:00 P.M.	Local Time

General Information:

The City of Thornton (Thornton) is requesting Quotations for Procurement of qualified consultant (“Consultant”) to carry out a comprehensive inventory, documentation, and condition assessment of Thornton’s public art collection (“Public Art Collection Inventory and Condition Assessment Report” or “Project”). Assessment and documentation require visiting each piece of art in person. The total cost for this Project shall not exceed \$40,000.

Due to the highly localized nature of the work, Thornton will prioritize submittals with local key personnel in the Front Range Urban Corridor of Colorado. Interested Consultants located outside this geographic area are welcome to apply but must identify local staffing. The awarded Consultant will play a critical role in preserving and promoting Thornton’s artistic heritage.

A sample General Services Agreement has been provided under separate cover as part of this solicitation. This Sample Agreement has been provided to inform the Proposer of Thornton’s terms and conditions expectations for the awarded Consultant from this solicitation. This Sample Agreement is subject to change at Thornton’s sole discretion.

Buyer Contact Information:

The contact information from the City’s Purchasing Office for this solicitation is as follows:

Buyer: Denise Serna, Purchasing Analyst
Email: Denise.serna@ThorntonCO.gov

Note: Communications with anyone other than the Purchasing Division during the course of solicitation may result in rejection of your Quotation. All questions, comments, and submissions regarding this Request for Quotation (RFQ) shall be addressed to the Buyer, not to the end user.

Current State:

Thornton is home to a diverse public art collection that engages the public, enriches the urban landscape, and enhances city buildings and spaces.

The primary goal of the Public Art Collection Inventory and Condition Assessment Report is to plan for the long-term preservation of Thornton's public art collection, which includes sculptures, murals, art benches, and other works located across municipal buildings, parks, and open space in Thornton, Colorado.

By engaging in this Public Art Collection Inventory and Condition Assessment Report, the Thornton Arts and Culture (TACC) Division aims to further its commitment to the long-term care of public art in Thornton.

Scope of Work:

The Public Art Collection Inventory and Condition Assessment scope includes the following:

- Approximately thirty-eight (38) indoor and outdoor public art pieces located in or at Thornton municipal buildings, parks, and open space
- Four (4) Art-n-Transit sculptures at commuter rail stations
- Eight (8) Art benches at Carpenter Park
- Twelve (12) Public art murals; and
- Approximately one hundred ten (110) painted and/or vinyl-wrapped traffic boxes.

The Public Art Collection Inventory and Condition Assessment scope **excludes** the following:

- Median and roundabout artworks categorized as "Infrastructure"
- Military or Veteran-themed art, monuments, engraved stones, pavers, plinths, steles, or obelisks at the Veterans Memorial Aquatics Center
- Indoor sculptures, engravings, and artwork at Fire Stations and Police buildings
- Artwork inside or on immediate grounds of Anythink Libraries; and
- Flat art/framed art collection that is not a mural (including "People's Choice" and related artwork designed to be temporarily hung or affixed on a wall)

The Consultant shall set up an initial in-person or virtual meeting (Teams or Zoom virtual call) with Thornton staff to review and become familiar with public art included in the Scope of Work and the Public Art Collection Inventory and Condition Assessment Report.

The Consultant shall be provided with a list of public artwork inventory including information publicly available on Artwork Archive and any existing internal inventory lists. Extant inventories may not accurately reflect the location, condition, or other details for every piece of public art.

Additional documentation or information related to the purchase or previous restoration efforts may be available for select pieces of art and will be provided by Thornton staff as requested.

Thornton staff will be available during regular business hours to answer questions by phone, email, and additional virtual meetings as needed. The Consultant is encouraged to reach out

with any questions including but not limited to scope, expected outcomes, digital file types, and suitable methodologies for documentation.

The Consultant will conduct a thorough, on-site inventory and condition assessment of specific permanent artworks in Thornton's public art collection. This will necessitate on-site work at Thornton locations including parks, open space areas, three (3) transit stations, recreation centers, and city-owned buildings.

The Consultant shall supply their own transportation and fuel, insurance, cameras, software, hardware, tools, and other necessary supplies and materials to execute this project.

The Public Art Collection Inventory and Condition Assessment Report deliverables shall exclude performing or subcontracting any restoration, conservation, damage prevention, cleaning, or other treatments. Deliverables shall also exclude performing any valuation of art.

Deliverables:

The Consultant shall create a Public Art Collection Inventory and Condition Assessment Report including the following:

- 1) Digital records accurately documenting each piece of art. Digital records shall include:
 - Title of art, artist's name, and year of creation and/or purchase
 - Medium, color(s), shape/subjects of each piece of art
 - Text and condition of plaque (if applicable)
 - Dimensions (length/width/depth/thickness etc.) of each piece of art
 - Dimensions and description of visible base/foundation (if applicable); and
 - Location of each art piece (GPS coordinates through current Google Maps/ESRI WGS84 standards, and orientation of each art piece (direction the art faces).
- 2) Photos will be used to document and track the condition of each piece of art. Photographs of each piece of art shall:
 - Fully document each piece of art as viewed from all appropriate angles, directions, or vantage points. Multiple photographs of each piece of art are required.
 - Accurately document the condition of each piece of art and all areas that are in need of cleaning, conservation, damage prevention, restoration, or other treatments. Additional close-up or optical zoom photographs and use of documentation scales are required.
 - Be in digital format (JPG/JPEG or PNG) and have adequate resolution.

- Have accurate colors, appropriate exposure, and good focus. Use of tools such as Calibrite or DGK Color Tools to accurately inform white balance and color calibration in post-production is encouraged.
 - Avoid using “fisheye” or other wide-angle lens effects that distort proportions.
 - Do not utilize HDR, filters, or other photo processing methods that misrepresent the color, saturation, vibrance, texture, or other aspects of the art.
- 3) An objective description of the condition of each piece of art and recommended actions:
- Condition rating for each art piece. The Consultant will create a condition rating system applied uniformly across the entire public art collection. The rating system shall include a key or rubric defining each condition. Rating System may be broad (i.e. “excellent,” “good,” “fair,” “poor,” etc.) or more detailed as determined by the Consultant. Each art piece will be assigned a condition rating in the digital record.
 - Brief narrative description of the condition of each piece of art, plaque, and base/foundation. This narrative description supplements and expands upon the condition rating and shall include the cause of existing damage(s) when they are readily apparent. The description includes, but is not limited to observed weather-related damages, vandalism, deterioration, corrosion, flaking paint/finish, chipped areas, missing components, breakage, scratches, cracks, and any areas of future concern.
 - Identified threats to pieces of art including environmental or external factors identified as impacting the artwork condition. This may include current and/or potential future risks.
 - Tangible measures to prevent further deterioration of each art piece, with a prioritization strategy, timeline and anticipated costs. This should include recurring routine tasks such as visual inspections, scheduled cleaning and upkeep, and damage prevention. Include isolated restoration, conservation, and other treatments in the anticipated timeline. The timeline shall be expressed in a period of months and/or years.

The digital format for storing, organizing, and sharing the Public Art Collection Inventory and Condition Assessment Report and all associated records and data shall be mutually agreed upon between Consultant and Thornton prior to work commencing. Digital files must be easily transferred to Thornton and accessible and editable for future updates by Thornton staff.

Following the delivery of the Public Art Collection Inventory and Condition Assessment Report and all associated digital files and deliverables, the Consultant shall schedule and participate in a project debrief to review findings and future steps with Thornton staff.

Timeline:

The Public Art Collection Inventory and Condition Assessment Report is supported by Thornton 2025 General Operating funds.

The Consultant shall complete and deliver the final Public Art Collection Inventory and Condition Assessment Report and all associated digital files and deliverables in digital format by **December 12, 2025 (11:59 PM [MST])**.

Resources:

- **City Boundary Map on ArcGIS:**
 - <https://data-cityofthornton.opendata.arcgis.com/datasets/cityofthornton::city-limits/explore>
 - Map of City of Thornton
- **Artwork Archive digital records:**
 - <https://www.artworkarchive.com/profile/artsthornton>
Artwork Archive is the most comprehensive inventory of Thornton’s public art collection. Sort by “collections” to see sculptures, art benches, Art-n-Transit, and traffic boxes. Please note that framed art is not included in the scope of this Project.
- **City of Thornton Public Art Webpage:**
 - <https://www.thorntonco.gov/community-culture/arts-culture/thornton-public-art>
 - Overview of the public art program and processes.
- **City of Thornton Public Art on ArcGIS:**
 - <https://experience.arcgis.com/experience/38302343baca4a248b8d1c17c7abb39e/>
 - Map and overview of select vinyl-wrapped traffic boxes (this site does not include Thornton’s full public art collection).
- **2024 Public Art Tour (Virtual Tour Link on the Clio):**
 - <https://theclio.com/tour/2714>
 - Virtual tour of select public art installed in Thornton since 2020 (this site does not include Thornton’s full public art collection).

The quantities listed within this RFQ are to the best of Thornton’s knowledge, and do not obligate the Buyer to procure additional services or items.

Consultant Questions:

Consultant Questions will be collected by the Buyer and answered via an addendum that shall be sent to all participating Consultants according to the Schedule of Events listed above.

Quote Submission:

Quotations are to be submitted no later than the time and date listed within the Schedule of Events listed above. Quotations shall be submitted at **BidNet®** at: www.BidNetDirect.com

Quote Submissions shall include the following:

- Letter of interest introducing yourself/company and why you are well-suited for this project
- Company Name, headquarters and local address
- W-9 (IRS version March 2024)
- Project timeline including milestones and deliverables
- Budget quotes with detailed cost breakdown including personnel, insurance, and materials
- Resumes or CVs for all key personnel who will be directly involved in the project, their relevant experience and qualifications, and their intended role(s)
- Three (3) professional references. Include a brief summary of the project(s) completed for each reference including scope, location(s), and date(s)
- If similar work has been completed in the past, work samples can be submitted along with the quote quotes.

Pricing and Instructions:

All prices shall be firm and fixed until an award has been made by Thornton. If extended unit pricing does not match the total bid price, then unit pricing shall govern the final evaluation amount. No changes to price shall be acceptable without first written authorization by the Contract and Purchasing Division.

Provide a proposed Quote Form with detailed breakdown of all costs associated with the Scope of Work to complete the Work. The total cost for this project shall not exceed \$40,000. All submitted pricing shall be considered as a total price.

Expenses including, but not limited to airfare, lodging, travel expenses, fuel, photocopying, printing, software, will not be eligible for reimbursement costs.

Basis of Award:

The award and Agreement shall be made to the responsive, responsible Consultant meeting the specifications and having the lowest possible cost consistent with the quality and service needed for effective use.

The following is a list of the criteria that may be used in determining the Award:

- A. Responsiveness to the terms and conditions of the RFQ;
- B. Responsibility of the Consultant;
- C. Adherence to specifications and/or Scope of Work;

- D. Delivery and/or completion time;
- E. Guarantees and warranties;
- F. Price quote;
- G. Local Consultant consideration; and/or
- H. Overall cost effectiveness and greatest benefit as deemed in the best interest of Thornton.

Thornton-based businesses may be granted consideration in evaluation of price quotes if they meet the following criteria:

- A. The business maintains an office, manufacturing, training, retail, or restoration facility within Thornton city limits;
- B. The business has a current Thornton business license;
- C. The business is current on all Thornton obligations; and
- D. The Consultant requests the consideration on the Quote Form and supplies the necessary documentation.

All nonmonetary bid criteria being equal, Thornton business' price quote quotes will be discounted for the purpose of evaluating the quote quotes when compared to non-Thornton-based businesses by the lesser of five percent (5%) of the price quote quotes or ten thousand dollars (\$10,000).

Additional Evaluation Criteria:

In addition to the above, Quotes will be evaluated on the following:

- Experience inventorying, documenting, and assessing the condition of art collections.
- Familiarity with best practices for public art cleaning, conservation, damage prevention, restoration, and other related treatments.
- Experience preparing professional reports and recommendations.
- Feasible timeline including specific milestones.
- Competitive, detailed budget.
- Relevance and quality of work examples and references.

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 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 buyer and the seller. Buyers and sellers 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.

Invoicing Requirements

Thornton's Accounts Payable Division is the only division within Thornton that issues payments to Consultants who have submitted invoices. Thornton only issues payments from invoices and will not issue payments to Consultants off of quotes.

The Consultant should be capable of providing invoices that include the following details:

- Invoice number
- Invoice date
- Itemized charges, including unit of measurement
- Total charge
- Service date(s) or service period
- PO number (will be provided annually to awarded Consultant)
- Service location (Building name and address)

Thornton's standard payment terms are net thirty (30) Calendar Days after receipt of an invoice. All invoices submitted shall be emailed to AP.Invoices@ThorntonCO.gov. In lieu of email, physical copies may be submitted to City of Thornton – Accounts Payable, 9500 Civic Center Drive, Thornton, CO 80229-4326. Invoices sent to anyone other than Accounts Payable are not considered to be properly submitted and will not be paid until they are properly submitted.

Standard Quote Considerations:

Thornton maintains a standard set of RFQ considerations and terms and conditions for RFQs that are non-federally funded and are not through a cooperative awarded process. These considerations are static between each RFQ process. It is the sole responsibility of the proposing Consultant to have read all RFQ considerations. A copy of these standard RFQ considerations has been uploaded with this RFQ document as a separate cover.

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ACCEPTANCE OF CONDITIONS AND ADDENDA ACKNOWLEDGEMENT FORM

Consultant indicates acceptance of the following conditions:

1. City of Thornton Charter Section 7.4 prohibits Thornton from issuing a Purchase Order to firms which employ certain family members of employees unless the Thornton Council determines it is in Thornton's best interest. For the purposes of this Charter Section, a domestic partner shall be considered equivalent to a family member. The Consultant attests to the following:

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 Invitation for Bid, except as follows: (list, if any) _____

2. The undersigned Consultant, having examined the Bid Documents, and having full knowledge of the product requested and described herein, hereby proposes that it will fulfill the obligations contained herein in accordance with all terms, conditions, and specifications set forth; and that it will furnish all required products and pay all incidental costs all in strict conformity with these Bid Documents, for the stated prices as payment in full.
3. I acknowledge receipt of any and all published addenda: Yes No
4. I acknowledge receipt of a copy of the Sample Agreement as provided by Thornton Yes No
5. My firm is claiming the Thornton Based Business Local Consultant Consideration: Yes No

Proposing Consultant's Name: _____

Consultant Representative (Printed): _____

Consultant Representative (Signature): _____

Title: _____

Phone Number: _____

Email: _____

Date: _____

City of Thornton Purchase Order Terms and Conditions:**Agreement Acceptance**

Consultant's commencement of work on the goods or services subject to this Purchase Order or shipment of such goods, whichever occurs first, shall be deemed acceptance of this Purchase Order. Any acceptance of this Purchase Order is limited to the express terms contained on the face and back hereof. Any quote quotes quotes for additional or different terms or any attempt by Consultant to vary, in any degree, any of the terms of this Purchase Order is hereby rejected. Consultant shall notify Thornton in writing within ten (10) business days if Consultant is unable to comply with any of the Purchase Order terms and conditions.

Termination for Convenience by Thornton

Thornton reserves the right to terminate this Purchase Order, or any part hereof, for its convenience. In the event of such termination, Consultant shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease work. Consultant shall be paid a reasonable termination charge consisting of a percentage of the Purchase Order price reflecting the percentage of value earned prior to the notice of termination, plus actual direct costs resulting from the termination, if any. Consultant shall not be paid for any work done after receipt of the notice of termination, nor for any costs incurred by Consultant's suppliers or sub-contractors which Consultant could reasonably have avoided. Consultant shall not be entitled to profit or overhead on unperformed work.

Termination for Cause

Thornton may terminate this Purchase Order, or any part hereof, for cause in the event of a default by Consultant, or if Consultant fails to comply with any of the terms and conditions of this Purchase Order. Late deliveries, deliveries of products which are defective or which do not conform to this Purchase Order, or failure to provide Thornton, upon request, of reasonable assurances of future performance, shall all be causes allowing Thornton to terminate this Purchase Order for cause. In the event of termination for cause, Consultant shall be liable to Thornton for any and all damages sustained by reason of the default which gave rise to the termination.

Setoff

All claims for money due, or that become due, to Consultant from Thornton shall be subject to deduction or setoff by Thornton by reason of any claim arising out of this Purchase Order or any other transaction with Consultant.

Proprietary Information Confidentiality- Advertising

Consultant shall consider all information furnished by Thornton to be confidential and shall not disclose such information to any other person, or use such information itself for any purpose other than performing this Purchase Order, unless Consultant obtains written permission from Thornton to do so. This paragraph shall apply to all drawings, specifications, or other documents prepared by Consultant for Thornton in connection with this Purchase Order. Consultant shall not advertise or publish the fact that Thornton has contracted to purchase goods or services from Consultant, nor shall any information relating to this Purchase Order be disclosed without Thornton's written permission. Unless otherwise agreed in writing, no financial or technical information disclosed in any manner or at any time by Consultant to Thornton shall be deemed secret or confidential, and Consultant shall have no rights against Thornton with respect thereto, except such rights as may exist under patent laws.

Warranty

Consultant expressly warrants that all goods or services furnished under this Purchase Order shall conform to all specifications and applicable standards, will be of new manufacture unless otherwise specified, and will be free from defects in material and workmanship. Consultant warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services; and that any goods will be adequately contained, packaged, marked and labeled. Consultant warrants that all goods or services furnished hereunder will be merchantable, will be safe and appropriate for the purpose for which goods or services of that kind are normally used, and will conform in all respects to samples. If Consultant knows or has reason to know the particular purpose for which Thornton intends to use the goods or services, Consultant warrants that such goods or services will be fit for such particular purpose. Inspections, tests, acceptance or use of the goods or services furnished hereunder shall not affect Consultant's obligation under this warranty, and such warranties shall survive any inspections, tests, acceptance, and use. Consultant's warranty shall run to Thornton, its successors, assigns, and customers, and users of products sold by Thornton. Consultant agrees to promptly replace or correct defects in any goods or services not conforming to the foregoing warranty without expense to Thornton when notified of such nonconformity by Thornton, provided Thornton elects to provide Consultant with the opportunity to do so. In the event of failure of Consultant to promptly correct defects in or to replace non-conforming goods or services, Thornton, after reasonable notice to Consultant, may make such corrections or replace such goods and services and charge Consultant for the cost incurred by Thornton in doing so.

Price Warranty

Consultant warrants that the prices for the goods or services sold to Thornton under this Purchase Order are not less favorable than those currently extended to any other customer for the same or similar goods or services in similar quantities. In the event Consultant reduces its price to other customers during the term of this Purchase

Order, Consultant agrees to reduce the prices hereof correspondingly. Consultant warrants that prices shown on this Purchase Order shall be complete, and no additional charge of any type shall be added without Thornton's express written consent. Charges included in Consultant's price include, but are not limited to, shipping, packaging, labeling, custom duties, taxes, storage, insurance, boxing and crating.

Force Majeure

Thornton may delay delivery or acceptance of goods or services occasioned by causes beyond its control. Consultant shall hold such goods or withhold such services at the direction of Thornton and shall deliver them when the cause affecting the delay has been removed. Thornton shall be responsible only for Consultant's direct additional costs in holding the goods or delaying performance of the services at Thornton's request. Causes beyond Thornton's control shall include government action or failure of the government to act where such action is required, strike or other labor trouble, fire, unusually severe weather, acts of war, or terrorism.

Patents

Consultant agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against Thornton or its officers, employees, agents, customers, or other Consultants for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark, or appearance of goods or services furnished under this Purchase Order; and Consultant further agrees to indemnify Thornton, its officers, employees, agents, and customers against any and all expenses, losses, royalties, profits and damages, including court costs and attorneys' fees, resulting from any such suit or proceeding, including any settlement. Thornton may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and the costs of such representation shall be paid by Consultant.

Independent Contractor

In the event that Consultant's obligations under this Purchase Order require or contemplate performance of services by Consultant's employees, or persons under contract to Consultant, to be done on Thornton's property, or property of Thornton's customers, the Consultant agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of Thornton.

Insurance

Consultant shall maintain all necessary insurance coverages, including liability and workers' compensation insurance.

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 work or services to be performed under this Purchase Order, to the extent it is determined such liability, judgments, damages or losses were caused by the negligent acts, errors, or omissions of Consultant, any subcontractor 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.

Changes

Thornton shall have the right, at any time, to make changes in drawings, designs, specifications, materials, packaging, time, or place of delivery, and method of transportation. If any such changes cause an increase or decrease in the cost or time required for the performance of the work or services under this Purchase Order, an equitable adjustment shall be made and this Purchase Order shall be modified in writing accordingly.

Inspection/Testing/Review

Payment for goods or services delivered under this Purchase Order shall not constitute acceptance thereof. Thornton shall have the right to inspect such goods or review such services or work product and to reject any or all of such goods or services which are, in Thornton's judgment, defective or non-conforming. Goods rejected and goods supplied in excess of quantities called for herein may be returned to Consultant at Consultant's expense, and in addition to Thornton's other rights, Thornton may charge Consultant all expenses of unpacking, examining, re-packing and re-shipping such goods. In the event Thornton receives defective or nonconforming goods where it is not apparent on examination that they are defective or nonconforming, Thornton reserves the right to require replacement, as well as payment of damages.

Thornton shall have the right to require revisions or re-performance of services which are, in Thornton's judgment, incomplete, incorrect, or non-conforming.

Nothing contained in this Purchase Order shall relieve, in any way, Consultant from the obligation of testing, inspection, and quality control.

Entire Agreement

This Purchase Order and any and all solicitation documents referred to on the face hereof, unless noted otherwise, constitute the entire agreement between the parties.

Assignments and Subcontracting

No part of this Purchase Order may be assigned or sub-contracted without the prior written approval of Thornton.

Shipment

If in order to comply with Thornton's required delivery date, it becomes necessary for Consultant to ship by a more expensive way than specified in the Purchase Order, any increased transportation costs resulting therefrom shall be paid for by Consultant without reimbursement by Thornton, unless the necessity for such expedited shipping has been caused by Thornton.

Waiver

Thornton's failure to insist on performance of any of the terms or conditions of this Purchase Order, or to exercise any right or privilege, or Thornton's waiver of any breach hereunder, shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

Time is of the Essence

Time is of the essence and if delivery of items or rendering of services required by this Purchase Order is not completed by the time promised, Thornton reserves the right, without liability and in addition to its other rights and remedies, to terminate this Purchase Order by notice effective when received by Consultant as to items not yet shipped, or services not yet rendered, and to purchase substitute items or services elsewhere and charge Consultant for any loss incurred.

Limitation on Thornton's Liability

In no event shall Thornton be liable for anticipated profits or for incidental or consequential damages. Thornton's liability on any claim of any kind for any loss or damage arising out of or in connection with, or resulting from this Purchase Order, or from the performance or breach thereof, shall in no case exceed the price allocable to the goods or services or unit thereof which gives rise to the claim. Thornton shall not be liable for penalties of any description.

Non-Appropriation of Funds

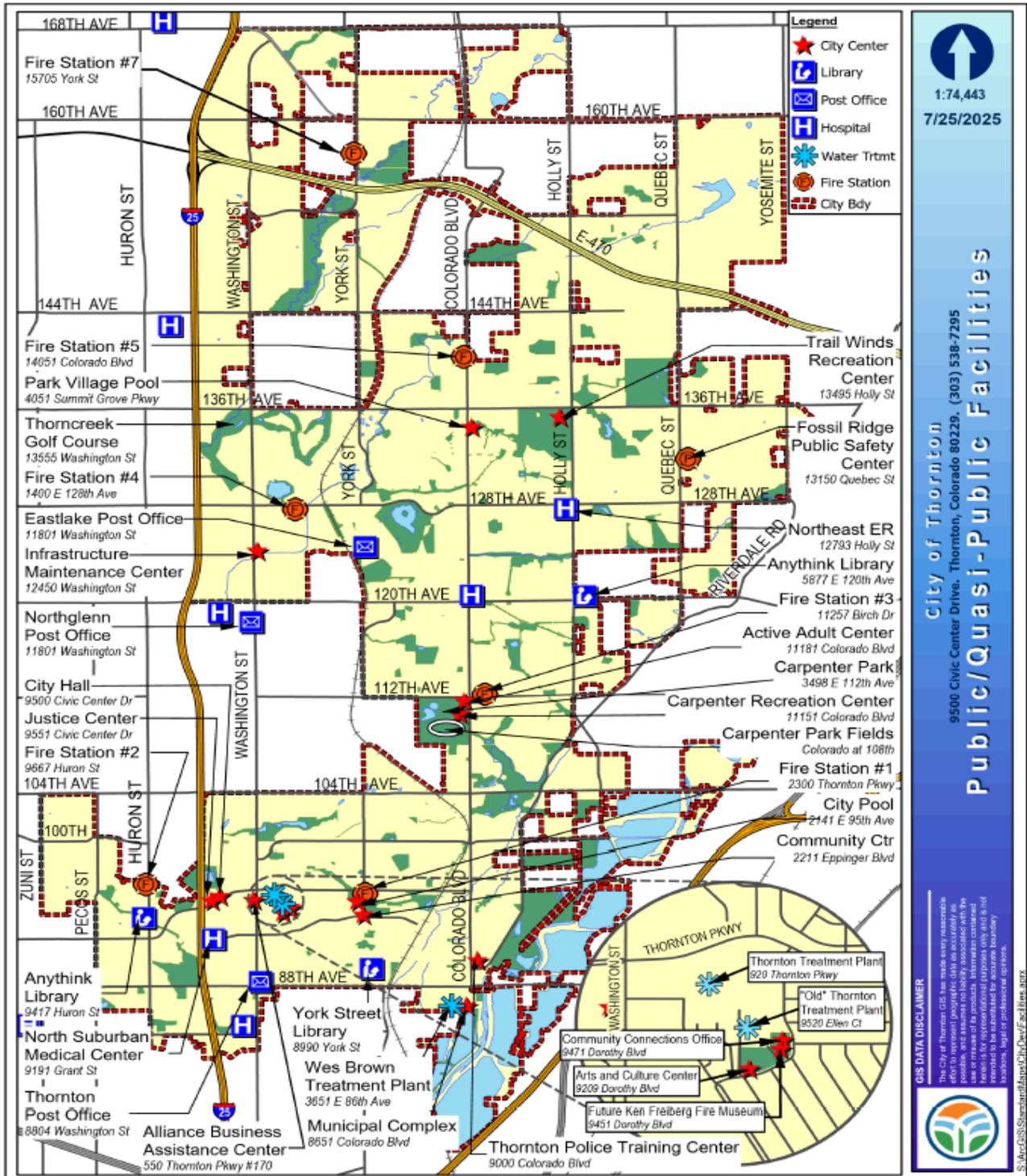
In the event that Thornton's legislative body fails to appropriate funds for the continuation of a multi-term agreement for any fiscal year past the first fiscal year, Thornton may, at the beginning of the fiscal year for which its legislative body does not appropriate funds and upon thirty (30) Calendar days prior written notice, terminate this Purchase Order without penalty and thereupon be released of any further obligations.

Venue/Law/Statute of Limitations

This Purchase Order shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof or the work or services be provided hereunder shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Purchase Order or the work or services to be provided hereunder asserted by Consultant against Thornton shall be brought within two (2) years from when the action accrues, pursuant to C.R.S. § 13-80-102 (

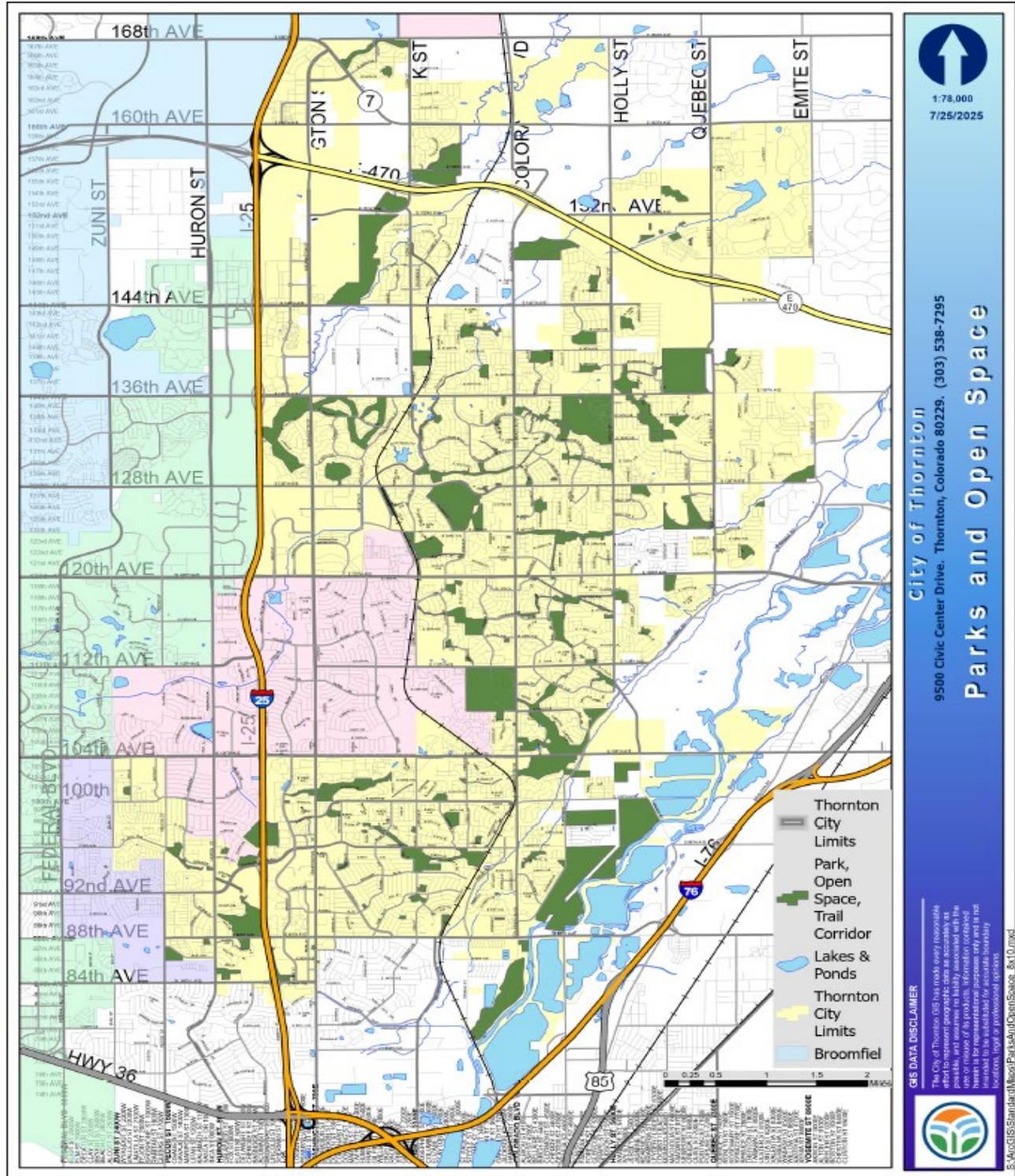
ATTACHMENT 1

CITY BOUNDARY MAP



ATTACHMENT 2

THORNTON PARK MAP



ATTACHMENT 3**SELECT TRAFFIC BOX LOCATIONS**