

GENERAL SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 20XX, by and between the City of Thornton, a Colorado home rule municipality, in the State of Colorado (hereinafter, "Thornton") and _____ (the "Consultant"). Thornton and Consultant hereafter may be referred to collectively as, the "Parties" or individually as the "Party."

I. RECITALS

- A. Thornton has determined that over the term of this Agreement, from time to time, the need will exist for the provisioning of certain Work in connection with the **Public Art Inventory and Collection Assessment, Project No. 276-25** (the Project); and
- B. Consultant has held itself out to Thornton as having the requisite expertise and experience to perform the required Work for the Project.
- C. In consideration of the covenants and promises contained in this Agreement and Recitals incorporated herein, which their sufficiency is acknowledged by Consultant and Thornton, the Parties agree as follows:

II. TERMS AND CONDITIONS

- A. **Description of Work, Work.** Consultant shall provide comprehensive inventory, documentation, and condition assessment of Thornton's public art collection (ie, "Public Art Collection Inventory and Condition Assessment Report"). Consultant shall be required to go to each art site / location and gather a thorough assessment of each art piece.
- B. **Consultant Responsibilities, Scope of Work.** Consultant will furnish all of the labor, supplies and materials, equipment, printing, and any other facilities or resources required to perform and complete the Work described in the attached **Exhibit A**, hereafter also called, "Consultant's Scope of Work" the "Work" or "Work".
- C. **Commencement Date, Term.**
 - 1. This Agreement shall commence on the date as indicated above and terminate when the work is completed or no later than **December 12, 2025**, or upon Thornton providing Consultant with seven (7) Calendar Days advance written notice, whichever occurs first.
 - 2. Notwithstanding the foregoing, if Notice to Proceed for Work has been issued by Thornton to Consultant and the Work will not be completed as of the Agreement termination date, and if Thornton desires Consultant to complete the Work, the terms and conditions of this Agreement shall survive the termination date of the Agreement and continue until the Work is completed to Thornton's satisfaction.

D. Contract Documents.

1. The following documents, which includes any exhibit and attachment listed, contained or referenced in the contract documents, by this reference, are incorporated, verbatim, and will hereafter be, the Agreement:
 - a. Approved Amendments to this Agreement; and
 - b. This General Service Agreement (together with Exhibits).
2. In the event there is a conflict between any of the above-listed documents, the provisions of the document listed first in order shall govern over those documents listed in descending order in subparagraph D.1 above after the first listed document.
3. Consultant may need additional documents to perform the required Work and Work, or to clarify certain aspects of the Work and Work, that are not listed in Section D.1 above. Such documents, unless specifically identified as such, are not Contract Documents. These documents, by way of example include, but are not limited to:
 - a. The Request for Quote (including Addenda);
 - b. The Consultant's response to the Request for Quote;
 - c. Other Thornton policies and procedures as applicable.
 - d. **List as appropriate**

E. Cooperative Purchasing

1. Thornton encourages the proper use of cooperative purchasing and reserves the right to make this agreement available to other governmental agencies seeking like equipment, goods, or Work. Other agencies using this agreement 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 from other municipalities and political subdivisions using this agreement in a cooperative or "piggy-back" fashion, agree to defend and hold harmless Thornton from any dispute or action arising from its use.

F. Personnel

1. Consultant shall perform the Work with the employees, subcontractors, agents and all other persons ("Personnel") identified in the attached **Exhibit B**, unless otherwise authorized in writing by Thornton.

2. Consultant shall employ competent Personnel at all times during the performance of the Work. Consultant shall be responsible for acts and omissions of its Personnel working for Consultant. Consultant shall enforce strict discipline and good order among its Personnel performing the Work.
3. The person in charge shall represent Consultant and communications given to the person in charge shall be as binding as if given to Consultant. Important communications will be confirmed in writing. Other communications shall be similarly confirmed on written request.
4. Thornton, at any time, may revoke its approval of any person who is not performing in a manner satisfactory to Thornton, and Consultant shall remove the objectionable person from the Work and replace them with someone acceptable to Thornton.

G. Compensation.

1. Remuneration. Thornton agrees to pay Consultant for the satisfactory progression and completion of the Work:
 - a. The agreed upon unit prices as set forth in Consultant's proposal ("Unit Pricing") with a not-to-exceed amount of \$40,000; or
 - b. The billable hourly rates set forth in the attached **Exhibit C**, Schedule of Charges ("Hourly Rates").

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

2. Purchase Order Required. No work shall be performed without a Purchase Order from Thornton issued to the Consultant.
3. Invoicing.
 - a. Unless directed otherwise by Thornton's representative, Consultant shall submit and send a detailed invoice in .pdf format to ap.invoices@ThorntonCo.gov.
 - b. Due Date. Compensation shall be due and payable thirty (30) Calendar Days after date of receipt by Thornton of a complete and correct invoice.

- c. Hourly Rate. Payments to Consultant based on billable hourly rate and eligible reimbursable expenses shall include hourly breakdowns for all personnel and shall show an itemization of other charges.
 - d. Required Invoice Information. Each invoice shall reference your assigned Purchase Order Number. Invoices shall also include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries.
4. Billable Rate Changes.
- a. The billable hourly rates shall remain fixed for, at a minimum, the initial twelve (12) month term, or the first anniversary of the Agreement, whichever one applies ("First Term"). Consultant may request an increase to the Billable Rate after the First Term and any subsequent Term provided Consultant gives Thornton written notice a minimum of sixty (60) Calendar Days before the upcoming term.
 - b. Under no circumstances shall any billable hourly rate increase exceed the inflation rate based on the Denver-Aurora-Lakewood Consumer Price Index and published by the Bureau of Labor Statistics or as agreed to in writing by Thornton. The revised Billable Rate shall only be effective by written Amendment of this Agreement executed by Thornton.

H. Changes to Consultant's Scope of Work.

- 1. A change in the Consultant's Scope of Work shall constitute any change or amendment of Work, which is different from or additional to Consultant's Scope of Work as defined in **Exhibit A** of this Agreement.
- 2. Work thereunder. All Minor Changes shall be made in writing and signed by the authorized representatives of both Parties.
- 3. No change to the General Scope of Work, including any requested changes to contractually established billable/unit rates, shall be effective or paid unless authorized by a written Amendment executed by Thornton's City Manager ("Manager") or Manager's designee(s) with the same formality as this agreement.
- 4. Except as expressly provided herein, no agent, employee, or representative of Thornton has the authority to change or modify - directly or by an implied course of action, the Scope of Work or the terms of this Agreement.
- 5. If Consultant proceeds without such written authorization, then 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 Agreement.

I. Compliance with All Laws and Regulations.

1. All of the Work 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. The 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 Work shall apply to this Agreement throughout and they will be deemed to be included in this Agreement the same as though herein written out in full.

J. Confidentiality Obligations.

1. To the extent Consultant requires Thornton to provide Consultant with its reports and other data ("Confidential Information") as may be available to Thornton and reasonably required for Consultant to perform the Work, Consultant will keep Thornton's Confidential Information secret and will not disclose it to any third party, take or misuse any of the Thornton's Confidential Information, or any other information Consultant acquires or has access to because of its provision of Work.
2. At all times this Agreement is in effect, Consultant will not use or seek to use any of Thornton's Confidential Information for the Contractor's own benefit or for the benefit of any other person or business or in any way adverse to Thornton's interests.
3. Thornton's Confidential Information is Thornton's exclusive property, therefore, on Thornton's request or the termination of this Agreement, Consultant will promptly return Thornton's Confidential Information including all documents, disks or other computer media or other materials in the Consultant's possession or control containing any of Thornton's Confidential Information.
4. After this Agreement terminates, the Consultant will preserve and not disclose directly or indirectly to any third party Thornton's Confidential Information and will promptly advise Thornton of any unauthorized disclosure or use of its Confidential Information by any person or entity.
5. Consultant is authorized by Thornton to retain copies of its documents at Consultant expense.

6. In regards to any electronic devices with data storage capability, including but not limited to, computers and copiers used by the Consultant in connection with the performance of Work pursuant to this Agreement, Consultant represents the following:
 - a. All devices, such as copiers or fax machines that are not intended to be a data storage device for purposes of performing the Work shall be routinely scrubbed, either manually or automatically, to delete any Confidential Information related to the Work.
 - b. When any electronic device with data storage capacity is taken out of service, all such devices will be securely scrubbed of all data related to Thornton's Project and all data storage drives will be physically destroyed before disposing of the device to insure no Confidential Information belonging to Thornton could ever be retrieved from such device.

K. Ownership of Work Product.

1. All Work, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials ("Work Product") developed by Consultant shall be the sole and exclusive property of Thornton. Consultant agrees to transfer the Work Product's copyright, trademark, or other intellectual property rights for no additional cost to Thornton. However, any reuse of Work Product other than for the specific intended purpose of this Agreement by Thornton without written authorization by Consultant will be at Thornton's risk.
2. Before disposing of any Work Product materials Consultant shall provide Thornton with a ten (10) Calendar Day written notice indicating it has Work Product materials, to give Thornton a reasonable opportunity to take physical possession of Work Product materials.
3. Aerial photography supplied by Thornton to Consultant shall not be utilized for any purpose other than to perform the Work on behalf of Thornton.

III. MISCELLANEOUS TERMS

- A. **Indemnification.** To the fullest extent permitted by law, 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 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 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.

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

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

2. Commercial General Liability Insurance (MINIMUM LIMITS)

a. Each Occurrence	\$1,000,000
b. Products/Completed Operations Aggregate	\$1,000,000
c. Personal and Advertising Injury	\$1,000,000
d. General Aggregate	\$1,000,000

The policy shall include coverage protecting against bodily injury, property damage, and personal injury claims arising from the exposures of (i) premises-operations; (ii) products and completed operations including materials designed, furnished, and/or modified in any way by Consultant; (iii) independent subcontractors; (iv) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (v) where applicable, liability resulting from explosion, collapse, or underground exposures. The coverage shall not exclude faulty workmanship as a covered occurrence.

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

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3. Automobile Liability Insurance. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000) for any one (1) occurrence. This insurance will insure against bodily injury and/or property damage arising out of the

Consultant's operation, maintenance, use, loading or unloading of any auto including owned, non-owned, hired, and employee autos.

4. Additional Insured. The 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.
5. Certificates of Insurance. An initial Certificate of Insurance shall be completed and forwarded, along with the Additional Insured Endorsement, to Thornton by the 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 Work under this Agreement.
 - a. The Vendor's contact information, including, name, phone number, and e-mail address for future inquires and updates,
 - b. The Agreement or Project name and number associated with the Certificate of Insurance; and
 - c. All Endorsement pages.

These documents shall be sent to:

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

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

6. Failure to Insure. Failure on the part of the Consultant or subcontractor to procure or maintain policies providing the required coverages, conditions, and minimum limits **shall constitute a material breach of Agreement upon which Thornton may immediately terminate this Agreement**, or at its discretion, Thornton may procure, or renew any such policy, or any extended reporting period thereto, and may pay any and all premiums in connection therewith, and all monies so paid by Thornton shall be repaid by Consultant

to Thornton upon demand, or Thornton may offset the cost of the premiums against any monies due to Consultant from Thornton.

7. Other Insurance Requirements.

- a. Consultant shall procure and maintain and shall cause any subcontractor of the Consultant to procure and maintain the minimum insurance coverages listed herein. Such coverages shall be procured and maintained with forms and insurers acceptable to Thornton. All coverages shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this section. The coverage shall not exclude faulty workmanship as a covered occurrence. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- b. Every policy required above shall be primary insurance and any insurance carried by Thornton, its officers, or its employees shall be excess and not contributory insurance to that provided by the Consultant. The Consultant shall be solely responsible for any deductible losses under the policies required above.
- c. 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.
- d. All policies shall include a provision that the coverages afforded under the policies shall not be canceled or materially changed prior to the natural termination date or until at least thirty (30) Calendar Days prior written notice has been sent to Thornton. The Certificate(s) shall indicate the form used, if any, under which this provision is included.

C. Independent Contractor.

1. It is understood and agreed by and between the Parties that the status of the Consultant shall be that of an independent contractor and of a person retained on a contractual basis to perform professional and/or technical Work for limited periods of time and it is not intended, nor shall it be construed, that the 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 **the Consultant is not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity besides Thornton, that the Consultant**

is not entitled to Workers' Compensation benefits from Thornton and that the 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 the Consultant's insurance obligations that are set forth in this Agreement.

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

E. **Grounds for Termination.**

1. **Termination for Convenience by Thornton.** In the event this Agreement is terminated for convenience, Thornton shall issue a written Notice to Terminate and Consultant will be paid for all Work previously authorized and completed up to the date of Termination. Consultant shall not be entitled to profit or overhead on uncompleted Work.
2. **Termination for Cause.** If Consultant substantially or materially breaches the terms of this Agreement, or defaults in fulfilling the applicable terms and conditions of this Agreement shall be cause to terminate this Agreement and Thornton may seek to exercise all available legal and/or equitable remedies.
3. **Termination for Non-Appropriations.** In the event that Thornton City Council fails to appropriate funds for the continuation of this Agreement for any fiscal year past the initial year, Thornton may, at the beginning of the fiscal year for which the City Council does not appropriate such funds and upon prior written notice as provided for, may terminate this Agreement without penalty and be released of further obligations.

F. **Notice.** Any notice or communication between 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: Andrew Miskell, CPPB, Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

CONSULTANT: _____
Attention: _____

- G. **Applicable Law, Venue, Statute of Limitations.** This Agreement shall be governed by the laws of the State of Colorado. Any legal action concerning the provisions hereof shall be brought in the District Court, County of Adams, State of Colorado. Any action arising out of or relating to this Agreement or the Work asserted by the Consultant against Thornton shall be brought within two (2) years from when the action accrued, pursuant to C.R.S. § 13-80-102(h).
- H. **Assignment.** 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.
- I. **No Waiver of Rights.** No assent, expressed or implied, to any breach of any one (1) or more of the terms and conditions of this Agreement shall be deemed to be or taken to be by Thornton a waiver of any subsequent breach of any such terms and conditions.
- J. **Inspection of Records.** In connection with the Work performed hereunder, Thornton and any of its duly authorized representatives shall have access to all of Consultant's books, documents, papers, and any other records of Consultant which relate to the Work. Consultant further agrees that such records shall contain information concerning the personnel who performed the Work, the specific tasks they performed, and the hours they worked. Consultant shall retain these records for three (3) years after termination of this Agreement.
- K. **Conflict of Interest.** Consultant agrees that it and its subsidiaries, affiliates, subcontractors, principals, or employees shall not engage in any transaction, activity, or conduct which would result in a conflict of interest. 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 Work 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 that 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.
- L. **Coordination of Work.** Consultant shall fully coordinate its Work with other Consultants, contractors, or other entities performing Work on the Project that interfaces with or is affected in any way by Consultant's Work, and with any interested city or other governmental agencies.
- M. **Non-Discrimination.** Consultant, its agents, employees, and subcontractors shall not discriminate on the basis of race, color, creed, national origin, ancestry, age, gender, religion, or mental or physical disability in any policy or practice.

- N. **Advertising, Public Disclosure.** Consultant shall not include any reference to this Agreement or to Work performed hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Manager or their designee.
- O. **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.
- P. **Inurement.** The rights and obligations of the Parties set forth herein shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.
- Q. **Headings.** The headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.
- R. **Joint Venture.** If a Joint Venture, participants shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Consultant set forth in this Agreement.
- S. **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 Work and shall take out and keep current all required municipal, county, state, or federal licenses required to perform the work. 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 Work and allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.
- T. **Severability.** In the event any of the provisions, or applications thereof, of this Agreement are held to be unenforceable or invalid by any court of competent jurisdiction, the validity and enforceability of the remaining provisions, or applications thereof, shall not be affected.
- U. **No Third Party Beneficiaries.** The enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement, shall be strictly reserved to Thornton and Consultant 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 subcontractors 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.
- V. **Electronic Signatures and Electronic Records.** The Parties consent to the use of electronic signatures. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically by the Parties in the manner specified by any applicable City regulation, rule, and/or ordinance. The Parties agree

not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

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

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SAMPLE



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

APPROVED AS TO LEGAL FORM:
Tami Yellico, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
_____, City Attorney

Kimberly Newhart
Finance Director

ATTEST:

CITY OF THORNTON, COLORADO:

Kristen Rosenbaum, City Clerk

Sean Saddler, PE
Support Work Director

ATTEST FOR FIRM SIGNATURE:
(If corporation)

FIRM:

Signature

Signature

Print Name

Print Name

Title

Title

EXHIBIT A

CONSULTANT'S SCOPE OF WORK

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.

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).

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EXHIBIT B**CONSULTANT /CONSULTANT'S
PERSONNEL AND SUBCONTRACTORS LISTING**

SAMPLE

EXHIBIT C
SCHEDULE OF CHARGES

SAMPLE