

**ADDENDUM NO. THREE**  
**REQUEST FOR PROPOSALS**  
**LANDSCAPE ARCHITECTURE SERVICES**  
**PROJECT NO. 138-26**  
**CITY OF THORNTON, CO**

TO: Prospective Proposing Firms and all others concerned

DATE: March 4, 2026

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

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

Question 1: "It looks like Addendum 1 was uploaded again under Addendum 2 at least on BidNet, was that a mistake? Is there an Addendum 2 that we should review?"

Answer 1: Yes, there was an upload error on BidNet for Addendum One and a formal communication was issued with Addendum Two. Addendum Two has been posted with this Addendum Three as well;

Question 2: "Are hourly rate ranges acceptable on Exhibit C or is a fixed dollar amount required?"

Answer 2: No, rate adjustments may be re-negotiated on an annual basis upon request;

Question 3: "Does Exhibit 1 need to be notarized?"

Answer 3: No;

Question 4: "Is there a page limit?"

Answer 4: No;

Question 5: "Are all subconsultants required to carry the full insurance limits identified in the RFP?"

Answer 5: Insurance requirements are for the award prime Consultant;

Question 6: "Will the City utilize other on-call contracts for supplemental services such as surveying, environmental services, or related disciplines?"

Answer 6: The City of Thornton carries numerous other On-Call Agreements for many lines of service;

Question 7: "Has this RFP for Landscape Architectural Services been issued previously? If so, who was it awarded to?"

Answer 7: These services are solicited every five (5) years and the last term was awarded to the following Consultants:

- DHM
- Architerra
- THK
- Valerian
- Design Concepts
- Studio CPG
- Rick Engineering

Question 8: "Please confirm whether proposals are due at 3:00 PM or 5:00 PM, as there appears to be conflicting information?"

Answer 8: To confirm, Proposals will be received until **5:00 p.m., local time, March 13, 2026**, in the Contract Administration Office, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, CO 80229-4326 and not at 3:00 p.m.;

Question 9: "Does the proposal response have a page limit?"

Answer 9: See Answer 4 of this Addendum Three;

Question 10: "Are hourly rates for 2026 the only rates to be included understanding that the contract has provisions for an annual rate adjustments as negotiated?"

Answer 10: Yes;

Question 11: "Does the city have other pre-qualified consultants (in addition to the environmental consultants noted) that we should be aware of?"

Answer 11: Yes, please reference Answer 6 of this Addendum Three;

Question 12: "Would the City consider adding the following language to the end of the Indemnification section (III. A.) of the Agreement for Professional Consulting Services?"

*In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant, including any subconsultant of Consultant, or any officer, employee or agent of Consultant, and Thorton, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.*

Answer 12: No, Thornton Legal Department understands Consultant desire to limit its liability and potential damages to only its portion of negligence that caused the bodily injury or property damage, rather than be held entirely responsible for those damages; however, by operation of the law, a court would apportion liability and damages to each responsible party's contribution that caused the bodily injury or property damage;

Question 13: "Our team has some changes to the proposed contract that we would like to try and resolve. The biggest issue is the Duty to Defend clause in the indemnification section. Some professional liability insurance policies will not cover that. Also, there is a warranty clause that we follow all patent and trademarks?"

Answer 13: City of Thornton would not strike out the word "defend" from Indemnification clause as it would not change the obligation to indemnify, Consultant would still be responsible for reimbursing the city for its costs to defend.

Striking "warrants" for "acknowledges" would be acceptable.

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

**END OF ADDENDUM NO. THREE**

DocuSigned by: <i>Dennis Laurita</i>	3/4/2026
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Dennis Laurita	Date
Contracts Supervisor	