

CITY OF THORNTON

REQUEST FOR PROPOSALS

FOR

LAND SURVEYING SERVICES

PROJECT NO. 191-08

NOVEMBER 2008

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III. NOTICE

REQUEST FOR PROPOSALS

The City of Thornton, Colorado, ("Thornton") respectfully requests separate sealed Proposals for Land Surveying Services, Project No. 191-08 (hereinafter referred to as "Project"). Proposals will be received until 5:00 p.m. local time, November 24, 2008 in the office of the Contracts and Purchasing Manager, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, Colorado 80229-4326.

Project Description:

Thornton is seeking a Consultant to perform land surveying and construction staking services. The Consultant will perform surveying services on an on-call basis. This is a general services contract and does not guarantee a specific quantity of Work. This Contract may be renewable annually for up to eight (8) additional one (1) year terms.

Thornton utilizes the Rocky Mountain E-Purchasing System (RMEPS) at www.RockyMountainBidSystem.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. If you experience problems with the RMEPS website, please call 1-800-677-1997 extension 214 or 221 for assistance. There is no charge by Rocky Mountain E-Purchasing for this service. Proposing firms are required to acknowledge all addenda with their Proposal and are encouraged to either register with the website or to view the addenda posted on the Contracts and Purchasing bulletin board prior to submission of a Proposal. Proposing firms that do not acknowledge all addenda may be considered non-responsive. The RFP documents, including addenda, are also available for viewing at the Contracts and Purchasing office located on the 2nd floor of City Hall at 9500 Civic Center Drive, Thornton, Colorado. 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(s) as deemed in the best interest of Thornton; further, the right is reserved to waive any formalities or informalities contained in said Proposal(s).

A Pre-Proposal Conference to discuss the Project(s) will be held at 10:00 a.m., November 14, 2008 in the Community Room at the Infrastructure Maintenance Center located at 12450 Washington Street. If possible, please hold all questions concerning the RFP until that time.

Proposals shall be submitted in a sealed envelope plainly marked on the outside with proposing firm's name and address and **"Land Surveying Services, Project No. 191-08"**. Proposals delivered by mail or courier service shall be in the sealed envelope inserted into a separate mailing envelope. On the outside of the mailing envelope note **"Proposal Enclosed, Land Surveying Services, Project No. 191-08"**.

Any questions concerning this Project shall be directed in writing to Paul Spacese, Contract Administrator, Fax No. 303-538-7556, E-mail – paul.spacese@cityofthornton.net, 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding holidays. The deadline for submission of questions is seven (7) Calendar Days prior to the date set for submission of Proposals.

First Advertised: October 30, 2008

Last Advertised: November 6, 2008

Signed: *Pamela K. Rutter*
Pamela K. Rutter, P.E.
Contracts and Purchasing Manager

Date: *10/29/08*

IV. PROPOSAL INSTRUCTIONS AND INFORMATION

Thornton is soliciting written Proposals from qualified firms for Land Surveying Services, Project No. 191-08. 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: Paul Spacese, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326
Fax: 303-538-7556
Email: paul.spacese@cityofthornton.net

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 other ORAL EXPLANATIONS, INTERPRETATIONS, OR REPRESENTATIONS. All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing firms. To be given consideration, inquiries must be received at least seven (7) 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 by Thornton's Contracts and Purchasing Manager, City of Thornton, 9500 Civic Center Drive, 2nd Floor City Hall, Thornton, Colorado 80229-4326 prior to 5:00 p.m. local time on, November 24, 2008. Proposals must be submitted in a sealed envelope plainly marked "**Request for Proposals Land Surveying Services, Project No. 191-08**", and addressed to the Contracts and Purchasing 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, Land Surveying Services, Project No. 191-08," on the outside of the mailing envelope or box.

C. LATE AND TELEGRAPHIC 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, telegraphic and/or Proposals sent by electronic devices 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. PROPRIETARY INFORMATION

All information included in any Proposal that is of a proprietary nature must be clearly marked as such. Thornton shall be held harmless from any claims arising from the release of 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 data proprietary without the Contracts and Purchasing Manager's written authorization. Failure to adhere to this restriction could result in rejection of the entire Proposal.

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.
5. All terms and prices quoted must be firm through December 31, 2009.
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. 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, Utilities Attorney, Utilities Director, or employee of the City of Thornton or any such person's spouse, child, parent, brother, sister, dependent, 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.
- 13. All Proposals must include a signed W-9 from the proposing firm.

G. EVALUATION OF PROPOSALS

All Proposals will be evaluated by a Project Committee assigned by the City Manager, or his designee. Proposals shall be evaluated on the basis of the Evaluation Criteria noted here-in. 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 his 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 in the proposed means and Scope of Services offered.
- 2. Responsibility of the proposing firm.

3. Experience of the proposing firm in dealing with municipal governments in projects of similar size, scope, and nature.
4. The proposing firm's engagement team, including the experience and resumes of key personnel assigned to the Project.
5. The degree to which the Proposal meets or exceeds the terms of the RFP.
6. Results of reference checks.
7. The proposing firms' schedule of charges.

I. PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference concerning this Project will be held at 10:00 a.m., November 14, 2008 in the Community Room of the Infrastructure Maintenance Center, located at 12450 Washington Street, Thornton, Colorado. If possible, please hold all questions concerning the RFP until that time.

J. 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.

K. GENERAL BACKGROUND INFORMATION

1. The proposing firm may submit any additional general background information that may be relevant to this RFP.

V. PROPOSAL PREPARATION

- A. Proposals submitted shall contain all information as requested herein, and any additional information necessary to summarize the overall benefit of the Proposal to Thornton. One (1) original and three (3) copies of the Proposal shall be provided by the proposing firm. Clearly mark the original document as such.
- 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 spouses or children of Thornton employees or the spouse of a Thornton employee's child.
 3. The proposed Exhibit "B", Consultant's Personnel and Subconsultants Listing, which is in Exhibit "2" Agreement, showing all personnel and subconsultants proposed for assignment to the Project team. Also submit resumes with education and work experience.
 4. The proposed Exhibit "C", Schedule of Charges, which is in Exhibit "2" Agreement, containing the billable hourly rate schedule of the proposing firm including the hourly rates for all personnel assigned to the Project team subconsultant's fees, and rates for proposed reimbursable expenses such as mileage, equipment, printing, postage, courier service fees, etc. Reimbursable expense categories identified in the Reimbursable Expense Schedule must include all expenses for which the proposing firm will expect separate reimbursement. Expense categories not identified will not be reimbursed separately but are assumed to be included in the billable hourly rates or the fixed fee, 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 portion of the Work, if any, will be subcontracted.
 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. An executed Exhibit "3", Reference Authorization and Release Form.
 8. Any other information deemed necessary by the proposing firm.
 9. Note that Exhibit "D", Affidavit is not required to be submitted with the Proposal. This exhibit is required only from the selected firm, and only if the selected firm is a sole proprietorship or an individual. If applicable, the selected firm will submit Exhibit "D" and the required identification along with the executed Agreement.
- 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 Work to be performed, and the detailed requirements and conditions under which the Work is to be performed.

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, Utilities Attorney, Utilities Director, or employee of the City of Thornton or any such person's spouse, child, parent, brother, sister, dependent, 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:_____

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

B. I/we acknowledge the following addenda: _____

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): _____

EXHIBIT "2"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the City of Thornton (hereinafter referred to as "Thornton") and _____ (hereinafter referred to as "Consultant"), or jointly known as the "Parties".

WITNESSETH:

WHEREAS, Thornton requires Professional Consulting Services in connection with Land Surveying Services, Project Number 191-08 (hereinafter referred to as "Project"); and

WHEREAS, Consultant has held itself out to Thornton as having the requisite expertise and experience to perform the required Work for the Project.

NOW, THEREFORE, for and in consideration of the promises and covenants herein appearing, the Parties agree as follows:

I. CONSULTANT'S SCOPE OF WORK

Consultant agrees that it will, after it receives a written Notice to Proceed from Thornton, 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 Work described in the attached Exhibit "A". This Work is hereinafter referred to in this Agreement as the "Consultant's Scope of Work", or the "Work". The Agreement Documents consist of:

1. Approved Amendments to this Agreement
2. The Agreement for Professional Consulting Services
3. The Request for Proposals, including addenda

In the event there is a conflict between any of the above listed documents, the provision of the document with the lower numerical value shall govern over those documents with a higher numerical value.

Consultant shall perform the tasks with the staff identified in Exhibit "B" unless otherwise authorized in writing by Thornton.

II. THORNTON OBLIGATIONS/CONFIDENTIALITY

Thornton will provide Consultant with reports and such other data as may be available to Thornton and reasonably required by Consultant to perform hereunder. 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.

All documents provided by Thornton to Consultant shall be returned to Thornton. Consultant is authorized by Thornton to retain copies of such data and materials at Consultant's expense.

III. OWNERSHIP OF WORK PRODUCT

All Work, data, drawings, designs, plans, reports, studies, computer programs (nonproprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed for this Project by Consultant are and shall be the sole and exclusive property of Thornton. Consultant hereby transfers any copyright or trademark rights to Thornton. However, any reuse of the documents by Thornton without prior written authorization by Consultant other than for the specific intended purpose of this Agreement will be at Thornton's sole risk. The Consultant will provide Thornton with a ten (10) Calendar Day written notice prior to disposal of Project documents it has retained during which time Thornton may take physical possession of same at the storage site.

IV. COMPENSATION

In consideration for the completion of the Work by Consultant, Thornton will pay Consultant the billable hourly rates plus approved reimbursable expenses in accordance with the Schedule of Charges in Exhibit "C" attached hereto and incorporated by reference herein. Detailed monthly invoices shall be rendered by Consultant, and shall be due and payable thirty (30) Calendar Days after date of receipt. Invoices shall reference the purchase order number assigned by Thornton, shall be itemized, shall include hourly breakdowns for all personnel, and shall show an itemization of other charges. Invoices shall also include a summary of the initial Agreement amount, amendments, total Agreement amount, and current billing and payment summaries. The maximum liability specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder. Thornton reserves the right to withhold final payment until such time as the Work is complete. No Work shall be performed without a purchase order to the Consultant from Thornton.

V. COMMENCEMENT OF WORK

Within seven (7) Calendar Days of receipt of a Notice to Proceed from Thornton, Consultant shall commence Work on all its obligations as set forth in the Consultant's Scope of Work or that portion of such obligations as is specified in said Notice.

VI. CHANGES IN CONSULTANT'S SCOPE OF WORK

A change in the Consultant's Scope of Work shall constitute any change or Amendment of Services or Work which is different from or additional to the Consultant's Scope of Work specified in Exhibit "A" of this Agreement. No such change, including any additional compensation, shall be effective or paid unless authorized by written amendment executed by the Thornton City Manager (Manager) or his designee. 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 the theory of

unjust enrichment, quantum meruit, or implied contract. Except as expressly provided herein, no agent, employee, or representative of Thornton will have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

Consultant shall faithfully perform the Work required under this Agreement in accordance with standards of care, skill, training, diligence, and judgment provided by highly competent professionals who perform Work of a similar nature to the Work described in this Agreement.

VIII. COMPLIANCE WITH ALL LAWS AND REGULATIONS

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.

- A. Pursuant to Colorado Law, a Consultant whose performance of Work involves provision of a service and not provision of a specific end product shall by signature and attestation on this Agreement certify to the following:
1. Consultant, as of the date of this Agreement, shall not knowingly employ or contract with an illegal alien who will perform Work under this Agreement.
 2. Consultant shall participate in either the E-Verify Program created in Public Law 104-208, as amended and expanded in Public Law 108-156, as amended, and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program, or the Department Program, which is the employment verification program established by the Colorado Department of Labor and Employment (the "Department") pursuant to Section 8-17.5-102 (5) C.R.S.
 3. Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Agreement through participation in either the E-Verify Program or the Department Program.
 4. Consultant shall not enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform Work under this Agreement.
 5. Consultant shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

6. If Consultant obtains actual knowledge that a subconsultant performing Work under this Agreement employs or contracts with an illegal alien, Consultant shall:
 - a. Notify the subconsultant and Thornton within three (3) Calendar Days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - b. Terminate the subcontract with the subconsultant if within three (3) Calendar Days of receiving the notice required pursuant to this subparagraph, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the subcontract with the subconsultant if during such three (3) Calendar Days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
 7. Consultant shall comply with any reasonable request by the Department made in the course of an investigation that the Department is undertaking pursuant to the authority established by Colorado Law.
 8. If Consultant violates any provision of this certification, Thornton may terminate this Agreement for breach of Agreement. If this Agreement is so terminated, Consultant shall be liable for actual and consequential damages to Thornton.
 9. 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 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.
- B. Pursuant to Colorado Law, a Consultant whose form of business is a sole proprietor or individual do by signature and attestation below hereby agree, upon Notice of Award, to complete and file with Thornton the Affidavit in Exhibit "D" attached hereto, and to provide acceptable identification as described in the Affidavit.

IX. COMPLIANCE WITH PATENT, TRADEMARK, AND COPYRIGHT LAWS

Consultant warrants that all Work 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 its Work 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.

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, of or by anyone whomsoever, in any way resulting from, or arising out of, directly or indirectly, the performance of Work under this Agreement which infringes upon any patent, trademark, or copyright protected by law.

X. INDEMNIFICATION

Consultant agrees to save, defend, indemnify, and hold harmless Thornton, its officers, agents, and employees, from and against all liability, claims, judgments, suits, demands for damages to persons or property with respect to the general and auto liability coverages specified herein which arise out of, result from, or are in any manner connected with the Work to be performed under this Agreement, to the extent such injury, loss, or damage is caused by, or is claimed to be caused by, the negligent acts, errors, or omissions of Consultant, any subconsultant of Consultant, or any officer, employee, or agent of Consultant.

With respect to the general and auto liability coverages specified herein, Consultant shall defend any and all claims or suits which may be brought or threatened against Thornton and will pay on behalf of Thornton any expenses incurred by reason of such claims 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.

Consultant agrees to indemnify and hold harmless Thornton, its officers, agents, and employees, from and against all liability, claims, judgments, suits, demands for damages to persons or property with respect to the Professional Liability coverages specified herein which arise out of, result from, or are in any manner connected with the Work to be performed under this Agreement, to the extent such injury, loss or damage is caused by, or is claimed to be caused by, the negligent acts, errors, or omissions of Consultant, any subconsultant of Consultant, or any officer, employee, or agent of Consultant.

Consultant's duty to indemnify Thornton shall arise at the time written notice of a claim is first provided to Thornton regardless of whether claimant has filed suit on the claim. Consultant's duty to indemnify Thornton shall arise even if Thornton is the only Party sued by claimant and/or claimant alleges that Thornton's negligence was the sole cause of claimant's damages. Consultant's indemnification obligation shall include, but not be limited to, any claim made against Thornton by (1) Consultant's employee or subconsultant who has been injured on property owned by Thornton; (2) a third party claiming patent, copyright, or trademark infringement.

XI. INSURANCE

- A. The 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 as required by the Labor Code of the State of Colorado and Employer's Liability Insurance. Evidence of qualified self-insured status may be substituted.

2. Commercial General Liability Insurance

(1)	Each Occurrence	\$1,000,000
(2)	Products/Completed Operations Aggregate	\$1,000,000
(3)	Personal and Advertising Injury	\$1,000,000
(4)	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 (1) premises-operations; (2) products and completed operations including materials designed, furnished, and/or modified in any way by Consultant; (3) independent subcontractors; (4) contractual liability risk covering the indemnity obligations set forth in this Agreement; and (5) where applicable, liability resulting from explosion, collapse, or underground exposures.

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

(1)	Each Claim	\$1,000,000
(2)	Aggregate	\$1,000,000

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 the 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 Work to be done.

B. Consultant shall procure and maintain and shall cause any subconsultant 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 Section A of this clause. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

- C. The Consultant shall name Thornton, its officers, agents, and employees as additional insureds with respect to the liability coverage in Paragraph 2 above. A 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 services under this Agreement**. Certificate(s) shall provide that the coverages afforded under the policies shall not be canceled, terminated, or materially changed until at least thirty (30) Calendar Days prior written notice has been given to Thornton. The completed Certificate of Insurance and Additional Insured Endorsement shall be sent to:

City of Thornton
Paul Spacese, Contract Administrator
9500 Civic Center Drive
Thornton, CO 80229-4326

- D. Failure on the part of the Consultant or 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 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.
- E. 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 insurance policies and endorsements pertaining to this particular Project.
- F. 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.
- G. 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.
- H. 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.

XII. INDEPENDENT CONTRACTOR

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 or technical services 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.

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 which are set forth in this Agreement.

XIII. TERMINATION

This Agreement shall terminate on December 31, 2009 or upon Thornton providing Consultant with seven (7) Calendar Days advance written notice, whichever occurs first, unless otherwise provided herein. In the event this Agreement is terminated by Thornton's issuance of said written Notice of Intent to Terminate, Thornton shall pay Consultant for all Work previously authorized and completed prior to the date of the Notice of Termination. If, however, Consultant has substantially or materially breached the standards and terms of this Agreement, Thornton shall have any remedy or right of set-off available at law and equity. Notwithstanding the foregoing, Thornton, at its sole option, may renew this Agreement for up to eight (8) additional one (1) year terms, with rates and charges to be negotiated between the Parties prior to the commencement of each such renewal term.

XIV. AGREEMENT MADE IN COLORADO AND VENUE

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Adams, State of Colorado.

XV. PERSONNEL ASSIGNMENTS AND SUBCONTRACTING

- A. All key professional personnel identified in Exhibit "B" will be assigned by Consultant or subconsultant to perform Work under this Agreement. Consultant shall submit to Thornton a list of any additional key professional personnel who will perform Work 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. Such additional personnel must be

recommended by approval in writing by Thornton before they are permanently assigned. It is the intent of the Parties hereto that all key professional personnel be engaged to perform their specialty for all such services required by this Agreement and that the 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 Work performed hereunder.

- B. 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.
- C. If, during the term of this Agreement, the Manager or his designee determines that the performance of approved key professional personnel is not acceptable, he will notify Consultant and give Consultant the time which the Manager or his designee considers reasonable to correct such performance. Thereafter, the Manager or his designee may require Consultant to reassign such key professional personnel. If the Manager or his designee notifies Consultant that certain of its 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.
- D. While Consultant may retain and contract with subconsultant, no final agreement with any such subconsultant shall be entered into without the prior written consent of the Manager or his 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 which may be requested. 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 this Agreement. Subconsultants listed in the Consultant's Proposal will be deemed acceptable unless Thornton provides a Notification of Rejection.
- E. Since Consultant's represented professional qualifications are a consideration to Thornton in entering into this Agreement, the Manager or his 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 his designee will have the right to limit the number of subconsultants.
- F. Consultant shall not retain any subconsultant to perform Work under this Agreement if Consultant is aware, after a reasonable written 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 Project Work 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.

XVI. 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 which are expressly reserved herein to the Manager or his designee, shall be valid unless they are contained in an instrument which is executed by all the Parties with the same formality as this Agreement.

XVII. 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.

XVIII. 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 such terms and conditions.

XIX. INSPECTION OF RECORDS

In connection with the Work performed hereunder, Thornton and any of their duly authorized representatives shall have access to all of Consultant's and subconsultant's books, documents, papers, and any other records of Consultant and subconsultant's 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 the termination date of this Agreement.

XX. 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 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 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 which is acceptable to Thornton.

XXI. COORDINATION OF SERVICES

Consultant shall fully coordinate its Work with other consultants, contractors or other entities performing Work which interfaces with or is affected in any way by Consultant's Work, and with any interested Thornton or other governmental agencies.

XXII. 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.

XXIII. ADVERTISING AND PUBLIC DISCLOSURES

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 his designee. Any oral presentation or written materials related to Consultant's Work hereunder shall include only presentation materials, Work product, designs, renderings, and technical data which 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.

XXIV. OTHER PROJECT WORK

Consultant and its subsidiaries and affiliates shall not bid upon or otherwise attempt to perform any other Work associated with the 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 the Project other than the Work described in their Contracts.

XXV. 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.

XXVI. INUREMENT

The rights and obligations of the Parties herein set forth shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns permitted under this Agreement.

XXVII. 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.

**XXVIII. JOINT VENTURE
(IF SUCCESSFUL CONSULTANT IS A JOINT VENTURE)**

The participants in this Joint Venture shall be jointly and severally liable to Thornton for the performance of all duties and obligations of Consultant which are set forth in this Agreement.

XXIX. THORNTON EXECUTION OF CONTRACT

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

XXX. TAXES AND LICENSES

Consultant shall promptly pay, when they are due, all taxes, excises, license fees, and permit fees of whatever nature applicable to Work which it performs under this Agreement, and shall take out and keep current all required municipal, county, state, or federal licenses required to perform this 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 Work under this Agreement and to allow no lien, mortgage, judgment, or execution to be filed against land, facilities, or improvements owned by Thornton.

XXXI. 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.

XXXII. 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 beneficiaries only.

XXXIII. 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
Attn: Pamela K. Rutter, P.E.
Contracts and Purchasing Manager
9500 Civic Center Drive
Thornton, CO 80229-4326

CONSULTANT: XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXX

ATTEST:

CITY OF THORNTON, COLORADO:

Nancy A. Vincent, City Clerk

David Boyd, Finance Director

APPROVED AS TO LEGAL FORM:
Margaret A. Emerich, City Attorney

CITY OF THORNTON, COLORADO:

By: _____
Senior Assistant City Attorney

Jerry D. Dye, Support Services Director

ATTEST: (FOR FIRM SIGNATURE)

INSERT FIRM NAME (ALL CAPS):

Signature

Signature

Print Name

Print Name

Title

Title

EXHIBIT "A"

CONSULTANT'S SCOPE OF WORK

Consultant shall provide, at a minimum, some or all of the services listed below for Thornton engineering design and construction projects during the contract period as may be requested by Thornton. Generally, construction staking may be required for the majority of Thornton's capital improvement projects. In addition, the Consultant will be responsible to complete small tasks which are not currently identified. All services, where required, shall be stamped by a professional land surveyor registered in the State of Colorado.

An exact Project Scope of Work in Exhibit "A" and a not-to-exceed fee based upon prices listed in Exhibit "C" shall be negotiated and agreed upon in writing, prior to the Consultant beginning Work on a particular Project. The written cost estimate and billing invoices shall include a break down of personnel and equipment hours, and a brief description of the Work.

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

- A. Construction Staking – Consultant shall perform staking of horizontal location or alignment and vertical grade as required to provide sufficient information to allow other Thornton contractors to perform the construction of public improvement projects. All staking will be done in accordance with acceptable standard practices of the industry. Consultant shall review plans, bring to Thornton's attention any discrepancies and participate in discussions necessary to facilitate completion of Projects in a timely and professional manner.
- B. Boundary Surveys and Legal Descriptions – Consultant shall prepare written and graphical description of boundaries including, but not limited to, lot and block, centerline, aliquot, and metes and bounds which are necessary to describe easements or parcels. Consultant shall prepare plats and ALTA surveys as requested by Thornton.
- C. Design Surveys – Consultant shall prepare design surveys as requested by Thornton to facilitate the design of capital improvement projects. Project types may include, but are not limited to: utility, roadway, traffic signal, and park improvements which require design surveys. Consultant shall obtain and show existing topography, all above and below grade utilities and other above and below grade features.
- D. As-Built Surveys – Consultant shall prepare as-built plans for capital improvement projects, as well as other existing improvements, as required by Thornton. Completed as-built plans shall include wider line widths, bubbles, and marking out of design information and dimensions. Date and signature, as well as, stamped "RECORD DRAWINGS" or "AS-BUILT" on each sheet is required.

- E. Plat and Construction Plan Review – Consultant shall review preliminary and final plats and construction plans for conformance to Thornton's Municipal Code, Standards and Specifications for the Design and Construction of Public Improvements and applicable Colorado Revised Statutes; and shall submit written comments.
- F. Monumentation – Consultant shall set permanent survey markers in accordance with Thornton's Standards and Specifications for the Design and Construction of Public Improvements and Title 38, Article 51 of the Colorado Revised Statutes, as amended and as required and approved by Thornton.
- G. Geographical Information System – Consultant shall perform field data collection and verification as requested by Thornton.
- H. Computer Aided Design and Drafting (CADD) – Consultant shall provide services for CADD for all required products. CADD Work shall be performed on AutoCAD 2007 (or newer) DWG Format.
- I. Private Utility Coordination – Consultant shall coordinate and obtain information for private utilities as required by Thornton and as necessary to accurately depict the locations of utilities. Consultant shall coordinate with Thornton's contractor who performs potholing under a separate contract with Thornton.
- J. Response Time – Consultant shall be timely in responding to Thornton's requests. Consultant shall submit proposed schedules for Work requested. Consultant shall respond to construction staking requests within forty-eight (48) hours. Consultant shall respond to construction staking requests within twenty-four (24) hours for Projects which require staking more than three (3) days within a week.
- K. Emergency Phone Numbers – Consultant shall provide phone numbers of key personnel that can be reached in emergency situations, outside of regular working hours.
- L. Other Services – Consultant shall provide other services as agreed to in writing by Thornton and Consultant. These services may include, but shall not be limited to, coordinating Work with other City of Thornton consultants, attending pre-bid meetings, attending construction coordination meetings, reviewing shop drawings, and reviewing engineering plans prepared by others.
- M. All services shall be performed in conformance with applicable federal, state, and local law, rules and regulations including the Bylaws and Rules of Procedure of the Colorado State Board of Registration for Professional Engineers and Professional Land Surveyors.

EXHIBIT "B"

CONSULTANT'S PERSONNEL AND SUBCONSULTANTS LISTING

EXHIBIT "C"

SCHEDULE OF CHARGES

BID FORM HOURLY RATE SCHEDULE			
Personnel Classification	Rate Per Hour	Personnel Classification	Rate Per Hour
Principal			
Project Manager			
Senior Professional Land Surveyor			
Project Surveyor			
Survey CAD Technician II			
Survey CAD Technician I			
3 Person Survey Crew *			
2 Person Survey Crew *			
1 Person Survey Crew *			
Crew Chief			
Instrument Person			
Administrative/Clerical			
List Others as Needed			
Equipment			
Survey Total Station			
GPS Receiver			
CADD Workstation			
Auto			
Pickups and 4x4's			
Rental Vehicles			
Other Direct Project Costs			

BID FORM HOURLY RATE SCHEDULE		
Printing -	Blue/Blackline	
	Xerox - 8 1/2" x 11"	
	Xerox - 11" x 17"	
	Purchased Printing Services	
Drafting Materials -	Sepia (24" x 36")	
	Vellum (24" x 36")	
	Mylar (24" x 36")	
Communications		At Cost
Other Job-Related Expenses		At Cost
Outline Consultants and subcontractors		At Cost + _____%

*Hourly crew rates shall be all inclusive, including, but not limited to: labor, vehicle, travel, and standard survey equipment costs. It shall be assumed that the crew will be working within five (5) miles of Thornton's boundaries and that a minimum of two and one half (2.5) hours of work will be required for any request.

REIMBURSABLE EXPENSES:

Reimbursable expenses include, but are not necessarily limited to, copying, printing, postage, local mileage, out of town travel and living expenses, and courier expenses. List all categories of reimbursable expenses for which Consultant will expect compensation. Categories of expenses not listed shall not be reimbursed separately and shall be considered to be included in the Consultant's personnel billable hourly rates or in the fixed fee, whichever is applicable. Listed expenses incurred by Consultant from outside vendors such as printers or courier services will be reimbursed at cost. Detailed documentation (vendor invoices) must be supplied for an outside expense to be eligible for reimbursement. Expenses incurred by Consultant from in-house operations, such as in-house printing, copying, etc. will be reimbursed at rates if herein defined. Provide detailed unit prices for all in-house expenses for which Consultant will expect compensation. Vehicle mileage in connection with the performance of the Work will be reimbursed at the rate currently allowable under IRS rules for passenger vehicles, and at rates herein defined for specialty vehicles, such as survey trucks.

[illegible]

S:\SS-C-P\191-08 Land Surveying\191-08 RFP

EXHIBIT "D"

AFFIDAVIT

I, _____, swear or affirm under penalty of perjury under the laws of the State of Colorado that:

Check Only One

- ___ I am a United States citizen, **OR**
- ___ I am a Permanent Resident of the United States, **OR**
- ___ I am lawfully present in the United States pursuant to federal law.

I understand that this sworn statement is required by law because I have applied for a public benefit. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn Affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is fraudulently received.

Signature

Date

I, _____, City of Thornton employee, observed the identification supplied by the above named individual and affirm that it appears to be valid and is of the following form:

CHECK ONLY ONE

- ___ Colorado Drivers License or state issued identification card.
- ___ United States Military or Military Dependent's Card.
- ___ Merchant Mariner Card.
- ___ Native American Tribal Document.
- ___ Valid Drivers License or state issued identification card bearing applicant's photograph issued by one of the following (all states are not listed here; only those that verify lawful presence): Alabama, Arizona, Arkansas, California, Connecticut, Delaware, District of Columbia, Florida, Georgia, Idaho, Indiana, Iowa, Kansas, New Jersey, New York, North Dakota, Ohio, Oklahoma, Pennsylvania, Rhode Island, South Carolina, South Dakota, Virginia, West Virginia, and Wyoming.

- ____ Certificate verifying naturalized status issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.
- ____ Certificate verifying United States citizenship issued by an authorized agency of the United States bearing Applicant's intact photograph impressed with the raised embossed seal of the issuing agency.
- ____ Valid immigration documents demonstrating Lawful Presence and verified through the Systematic Alien Verification for Entitlements, administered by the United States Citizenship and Immigration Services of the Department of Homeland Security. Valid Immigration documents are as follows:
 - Unexpired Foreign Passport bearing an unexpired "Processed for I-551" stamp or with an attached unexpired "Temporary I-551" visa.
 - Unexpired Foreign Passport accompanied by an "I-94" indicating a specific future "until" date.
 - "I-94" with refugee or asylum status.
 - Unexpired "Resident Alien" card, "Permanent Resident" card, "Temporary Resident" card, or "Employment Authorization" card.

Signature

Date

EXHIBIT "3"

REFERENCE AUTHORIZATION AND RELEASE FORM

To:

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 Land Surveying Services, Project No. 191-08.

Proposing firm hereby authorizes Thornton to perform such investigation of proposing firm as Thornton deems necessary to establish the qualifications, responsibility and financial ability of proposing firm. By its signature hereon, proposing firm authorizes Thornton to obtain reference information concerning the proposing firm and releases the Party providing such information named above and Thornton from any and all liability to proposing firm as a result of any such reference information provided.

Proposing firm further waives any right to receive copies of reference information provided to Thornton. An executed copy of this Reference Authorization and Release Form may be used with the same effectiveness as an original.

By: _____
Signature

Title: _____

Date: _____