

The Gardens On Spring Creek Site Map



CITY OF FORT COLLINS

**ADDENDUM No. 1
P-922**

CHILDREN'S GARDEN AT THE GARDENS ON SPRING CREEK

SPECIFICATIONS AND CONTRACT DOCUMENTS

Description of Bid P-922 Children's Garden at the Gardens on Spring Creek

OPENING DATE: January 28, 2004

To all prospective bidders under the specifications and contract documents described above, the following changes are hereby made.

Please include Site map (Attachment A) and Master Plan map (Attachment B) with this RFP. These maps appear separately on the Purchasing web page at www.fcgov.com/purchasing .

If you have any questions please contact John Stephen, CPPO, Senior Buyer, at 970-221-6777.

RECEIPT OF THIS ADDENDUM MUST BE ACKNOWLEDGED BY A WRITTEN STATEMENT ENCLOSED WITH THE BID/QUOTE STATING THAT THIS ADDENDUM HAS BEEN RECEIVED.

REQUEST FOR PROPOSAL

CITY OF FORT COLLINS

CHILDREN'S GARDEN
AT
THE GARDENS ON SPRING CREEK

PROPOSAL NO. P-922

PROPOSAL DATE: 3:00 p.m. (Our Clock) JANUARY 28, 2004

REQUEST FOR PROPOSAL

CITY OF FORT COLLINS

CHILDREN'S GARDEN

AT

THE GARDENS ON SPRING CREEK

PROPOSAL NO. P-922

REQUEST FOR PROPOSAL
Proposal Number P-922

The City of Fort Collins Forestry and Horticulture Division is soliciting proposals from qualified professionals to provide services for the design and development of construction documents for the establishment of a Children's Garden at the Gardens on Spring Creek, located at 2145 S. Centre Avenue.

Four (4) copies of written proposals will be received at the Purchasing Office, 215 North Mason St., 2nd floor, Fort Collins, Colorado 80524. Proposals will be received before 3:00 p.m. (our clock), January 28, 2004. Proposal No. P-922. If delivered, they are to be sent to 215 North Mason Street, 2nd Floor, Fort Collins, Colorado 80524. If mailed, the address is P.O. Box 580, Fort Collins, 80522-0580.

Technical questions concerning the scope of the project should be directed to the Project Manager, Jim Clark, 970-221-6881. E-Mail address: jclark@fcgov.com.

Purchasing questions regarding the proposal submittal or the process should be directed to John Stephen, CPPO, CPPB, Senior Buyer, 970-221-6777. E-Mail address: jstephen@fcgov.com.

A copy of the Proposal may be obtained as follows:

1. Call the Purchasing Fax-line, 970-416-2033 and follow the verbal instruction to request document #30922.
2. Download the Proposal/Bid from the Purchasing Webpage, www.fcgov.com/purchasing.
3. Come by Purchasing at 215 North Mason St., 2nd floor, Fort Collins, and request a copy of the Bid.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift,

gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or sham proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

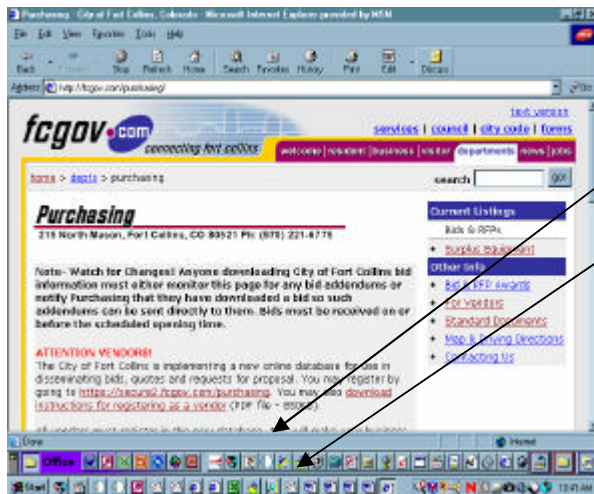
The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Sincerely,

James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

Vendors: The City of Fort Collins Purchasing Division has implemented an on-line vendor registration system. This system allows vendors to register, view and update their business information and commodities. In the future, vendors will also be able to receive Requests for Proposals (RFP's) through the on-line system. All vendors doing business with the City of Fort Collins are requested to register.

The vendor registration system is accessible through the City of Fort Collins Purchasing Department internet webpage at www.fcgov.com/purchasing.



The vendor registration form is located by clicking <https://secure2.fcgov.com/bsol/login.jsp>

Note the printable instruction pages link.

If you have any difficulty completing the registration process, please call the Purchasing Division at (970)221-6775 for assistance.

I. THE GARDENS ON SPRING CREEK: GENERAL DESCRIPTION

This Request for Proposal is for the design of a Children's Garden at The Gardens on Spring Creek. Before describing the envisioned Children's Garden, it is important to understand the context within which it will be built and operated. The Gardens on Spring Creek is a very unique project, with its first phase of construction just completed. Its mission, simply stated, is to enrich the lives of people and improve the natural environment through horticulture. To achieve this mission, the Gardens on Spring Creek: offers education on sustainable horticulture and ecology; provides a setting for enjoyment, renewal and healing; connects people with nature, each other, and our local place; and encourages public involvement, partnerships, and community service.

As with other botanic gardens, The Gardens on Spring Creek will feature a wide variety of ornamental/theme gardens, plentiful educational opportunities, and a place to relax and refresh oneself. In contrast to many botanic gardens, however, The Gardens on Spring Creek will:

- Offer programming that emphasizes not only the end result of the botanical display, but also derives value from the *process* of growing plants, through active public involvement.
- Be fun, inclusive and experiential, rather than sedate, exclusive, and observational.
- Focus on horticulture as a medium to improve our community, such as through growing food for the Food Bank, providing vocational experience and meaningful community service for "at-risk" youth, and offering horticulture as an alternative activity for occupational and physical therapy.
- Place less emphasis on science and research, more emphasis on applied horticulture.
- Place stronger emphasis on environmental horticulture and on food crops.

Visitors to The Gardens will receive the following messages through direct experience and many other methods of communication:

- Plants and horticulture can provide wonderful experiences, including:
 - Fun, relaxation, sensory delight, and restoration
 - Connection to the land, nature, and each other
 - Intellectual stimulation, physical exercise and creative outlet
- Our local environment and plants are very unique and they have intrinsic value.
- Plants are essential to human life in many ways, such as food, oxygen, medicine, etc.
- Nature is a vast and intricate web of interconnections, and each of us is part of it.

The Gardens is located on an attractive 18 acre site along and to the south of Spring Creek, at 2145 S. Centre Avenue. Attachment A consists of a site map for the project. A prominent feature is an ecologically-designed building, including a production greenhouse, an Education Room, an entry/display area, offices, and restrooms. A future phase will add a conservatory (for an indoor display garden), a meeting room, and a teaching kitchen. Attachment B is a color rendering of the conceptual master plan for the project. This initial phase of construction also included several acres of the landscaping and gardens identified on the master plan, in particular along the adjoining streets and the re-routed irrigation ditch, in addition to the neighborhood park and the entrance area.

Although this is a city-owned and operated facility, it is truly a public/private partnership. The primary source of funding for the first phase has been \$3 million in city sales tax revenue, approved by voters in 1997. This was supplemented by \$80,000 in private donations, allowing for the construction of the Education Room. There is an ongoing and strong effort at private fundraising, with a current focus on garnering funds for the Children's Garden. Much of the private fundraising, along with membership development and other tasks, is being accomplished

by The Friends of the Gardens on Spring Creek, a non-profit citizen group established to support The Gardens.

The City of Fort Collins has also made a significant financial commitment towards the operation and maintenance of the facility. This will be leveraged with an anticipated equal dollar value from volunteer labor, earned revenue, and donations.

For more information on The Gardens on Spring Creek and its history, log onto www.fcgov.com/horticulture.

II. THE ENVISIONED CHILDREN'S GARDEN

Mission and Philosophy

The specific mission for the Children's Garden will be to provide children and their families with fun and experiential activities that connect them to nature, foster a "sense of place", and educate them about horticulture, botany, and ecology.

Children aren't simply small adults; they have unique needs--physically, emotionally, and intellectually. Today's children are also growing up in a different world than 20, 40 or more years ago. They spend more time in structured activities, and in front of televisions and computers. They may be able to recite more facts about nature through learning about the rain forest in school, world geography with a computer game and elephants on the Discovery Channel. However, while all of this knowledge is beneficial, they lack having direct experience with nature and are more disconnected from it. For the fortunate ones, their primary direct contact with "nature" is via a bluegrass backyard lawn or a sports field. For lower income urban families, it may not even be that.

Another less-than-desirable social transformation has been the homogenization of our culture. Whether in Buffalo, Kansas City or Denver, much of our architecture and landscaping is similar. Although there have recently been encouraging trends to counter it, we are losing much of the vernacular, indigenous aspects of different regions of the country. Engendering a true and unique "sense of place" can do much more than just enchant visitors. It can fulfill a fundamental need that is hard-wired into our very being to be rooted to the place that a person calls home.

A final well-established trend has been our gradual disconnection from agriculture. With only 3% of today's children growing up on farms, it is no surprise that the growing of food is a foreign concept to most children. One study found that more than half of children under the age of eight believe that fruits and vegetables are produced at the grocery stores where they are purchased.

A Children's Garden will not magically cure all of these problems, but it will make a significant difference. In many ways, we have learned to worship nature, but we still have not learned how to live in harmony with it. We have protected the best wild areas in national parks and wilderness areas, but we still damage the earth where we live and work. A garden has the potential to be the perfect place--literally and metaphorically--to learn how to work with nature. The Children's Garden will fulfill that potential. It will give its young visitors the chance to plunge their hands into warm soil, touch and smell plants and learn about our native plants and ecology, all in the context of having fun in a bountiful and beautiful garden setting.

Visitors to the Children's Garden will gain a "sense of place" by learning about this locale, from a horticultural perspective. They will become familiar with our unique soils and climate, and the

plants that are native to this region. They will gain a sense of our local history, with its strong ties to agriculture and horticulture.

Lastly, children (and adults) will gain a sense of awareness for where their food comes from and how it is grown, with the memory strengthened by getting to taste freshly grown produce. There will be an associated educational messages about the nutritional benefits of fruits and vegetables.

Appearance

Approximately ½ acre has been set aside for the Children's Garden in the “front yard” of the Gardens on Spring Creek. Attachment B shows the specific location. The Children’s Garden will be located in close proximity to the main building, including a classroom and restrooms.

The Children's Garden will not be a garden in the strict sense, but rather an integrated combination of various “child-scaled” theme gardens and garden-like elements for experiential play, gardens actually planted and maintained by children, a small amphitheatre for presentations, interactive educational exhibits, inter-connecting paths and walkways and comfortable benches. Although referred to as a “children's” garden, this will be a place that is equally enjoyed by parents. In the same way that families visit a zoo primarily for the benefit of the children, the parents also share in the enjoyment and education of the experience. It will be a pleasurable, interactive, “hands on” place that will inspire creativity, exploration and imagination. The Children's Garden will incorporate design elements which have enticed children for eons and have proven successful at existing children's gardens around the country. Examples include:

- Gardens with colorful and fragrant flowers and fruits and vegetables for sampling
- Lots of vibrant primary colors
- Water to interact with (such as with a manual water pump) and soil to dig in
- Various “hideouts” and plant tunnels to crawl through
- Rocks to climb on
- Insects, butterflies, fish and frogs to observe
- A maze to have the experience of safely “being lost”
- Fanciful elements, such as the possibility of plant or insect sculptures created with horticultural tools by local artist, Bill Swets
- Costumes for play-acting as a gardener, botanist, arborist, etc.
- Integrated artwork and inspirational/educational quotes

The Children's Garden will be designed and built so that it can be accessed and enjoyed by the greatest number of children, regardless of their physical abilities.

Programming

A diversity of methods will be utilized to assure that the potential benefit and reach of the Children's Garden is maximized. Although this will no doubt evolve over time, it is certain that the programming will include the following, at the least:

- **Interpretive signage and interactive displays:** These will be self-descriptive, and geared towards children in all aspects of their design. For example, a sign explaining about pollination might include parts that could be manipulated by children to move a bee from the pollen on a flower to its beehive. It would use the simpler phrase of “pollen mover”, rather than “pollinator”. Another example might be a “Cloth Garden” in which cotton, indigo

(a dye plant used for blue jeans) and teasel (used to raise the nap on cloth) are grown, with an accompanying weaving frame to demonstrate how fabric is woven and for children to try it themselves. Throughout the Garden, there will be plenty of “look”, “touch”, or “smell” displays to encourage interaction with the plants at the garden.

- **Tours:** Tours will be arranged with school classes (whether public, private, or home school), day care centers, scout groups, and other youth groups.
- **Classes:** A wide variety of “hands-on” classes will be offered, with registration through the City's Recreation Department. These will enable those children with a stronger interest in horticulture and botany to gain more experience and knowledge. It will give them the opportunity to plant and maintain their own garden plot.
- **Special events and private rentals:** The Children's Garden will be the site for many special events related to holidays, changes in the season and other circumstances. It will also be available, on a limited basis, for private rental for birthday parties and other occasions.
- **Handout literature:** Brochures and information sheets, on a wide variety of horticultural, ecological and related topics (see educational topics listed below), will be dispensed at the garden and mailed upon request.
- **Online information:** This will be available on The Gardens on Spring Creek's web site, on a wide assortment of gardening and related topics, specifically targeted to children.

This programming will be offered through a broad spectrum of partnerships with various community agencies, facilities and programs. Examples include the Fort Collins History Museum, the Discovery Center, C.S.U., the Poudre School District, Front Range Community College, and various agricultural organizations.

Funding and Support

Funding for the design and construction of the Children's Garden will need to come entirely from private sources. Based upon data collected from other children's gardens around the country, we know that a reasonable estimate for designing and installing a high quality ½ acre garden is about \$500,000. This estimate represents the cost if we were to pay the full, current rates for labor and materials. However, to our great benefit, we have already established a number of commitments and partnerships that will significantly lower this cost. This includes commitments from Trees, Water and People, the Youth Conservation Corps, the Front Range Community College Horticulture Department, and more than 50 individuals to assist with the planting and construction of the Children's Garden. Additionally, we have a commitment from Fort Collins Wholesale Nursery to sell us plants at 20% below wholesale price. We anticipate further offers of assistance, donations and discounts on materials in the near future. As a result, we are anticipating that our financial requirement to establish the Children's Garden will be in the neighborhood of \$375,000.

Significant progress has already been made towards raising the \$375,000. To begin with, the four local Rotary Clubs have pledged to contribute \$100,000 over the next two years, with 1/3 of that total already received. An additional \$25,000 was received as a grant from the local Bohemian Foundation, along with another \$25,000 from two private donations. Therefore, a

total of \$150,000 has been raised towards the \$375,000. The remainder of the necessary funding is expected to be secured over the next 6 months through grants and donations.

As a portion of the Gardens on Spring Creek, the Children's Gardens will be maintained through a financial commitment by the City of Fort Collins. This financial support will be supplemented with the extensive use of interested volunteers, C.S.U. interns, private donations, grants and earned revenue (such as through private rentals). There will also be numerous partnerships with local organizations and agencies, resulting in a very cost-effective, community-building effort.

Timeline and Process

Our goal is to secure all of the required funding by June, 2004. However, since there is some uncertainty with that timing, it is possible that the construction of the Children's Garden will need to be accomplished in two phases. Since the Children's Garden is one component of a site plan previously approved by the City of Fort Collins, no development review of the garden's design is required by the City.

III. SCOPE OF WORK

A. Specific work required of the consultant:

1. Initial Scope

With the active involvement of the design team and "stakeholders" (to be determined), and utilizing the above information as a starting point, flesh out the specific objectives, target audiences, intended messages, etc. for the Children's Garden. This process will involve an estimated two meetings with the design team and stakeholders (with one of those meetings in a design charrette format), and an additional two meetings with the design team.

2. Schematic Design

This phase will consist of applying the information and decisions from the Initial Scope into preliminary drawings. It will include the development of site-related functional diagrams and bubble diagrams, shown to approximate scale, to present alternative design solutions to the design team. The best of the alternatives shall subsequently be refined—in both content and graphic representation—to the development of a conceptual/schematic design. A preliminary construction cost estimate shall be included in this phase, to assure that the proposed design is within the available budget. This phase will involve an estimated four meetings with the design team, with one of those including the stakeholders.

3. Construction Documents

Prepare construction documents, with the level of detail varying. Portions of the construction that are significant enough in scope of work and/or complexity will need to be put out to bid, and will therefore need detailed construction documents with drawings and specifications. Other portions of the construction, such as the planting, will be installed by staff and volunteers and will not need the same level of detail. A more refined construction cost estimate shall be included with this phase.

4. Construction Supervision
The consultant shall monitor and make comment on the construction process, with the objective of assuring that the construction is consistent with the construction documents.

IV. PROJECT SCHEDULE

This work will be divided into two distinct phases of work, with two associated “notices to proceed”. The first phase shall consist of the Initial Scope and the Schematic Design. The second phase shall consist of the Construction Documents and the Construction Supervision.

V. CONDITIONS OF PROPOSAL

1. To be considered, proposals must be received no later than the deadline stated in the cover letter, in the format set forth in this document.
2. The City will not be responsible for misdirected proposals. The proposer should call the City of Fort Collins Purchasing Department (970-221-6775) to insure receipt of their proposal documents prior to proposal deadline.
3. Proposers must provide the City of Fort Collins with their proposals signed by a person having legal authority to submit bids on behalf of the proposer.
4. It should be clearly understood that any costs incurred by the proposer in responding to this request for proposal is at the proposer’s own risk and expense as a cost of doing business. The City of Fort Collins is not liable for reimbursement to the proposer for any expense so incurred, regardless of whether or not the proposer is accepted. Presentation and/or interview expenses shall also be borne by the proposer.
5. Any conditions or expectations on the part of the proposer for performance by the City of Fort Collins must be set forth in the proposal.
6. All proposers are welcome and encouraged to conduct an inspection of The Gardens on Spring Creek site.

VI. SELECTION PROCESS

In general, the City is seeking a consultant who is best able to create a design that fulfills the above-described Children’s Garden. Written proposals will be evaluated by the selection committee using the criteria stated below. The top three to four proposers will be asked to interviews, with the same criteria used for assessment. The exact number asked to interview will be determined by the selection committee after the written proposals have been evaluated. The quantitative rating from these criteria will be used by the selection committee to assist their decision. The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

After evaluation of the proposals and the interviews, the proposers shall be ranked accordingly. The City will then enter negotiations with the most qualified proposer for the project. In the event that the negotiations between the City and the top proposer cannot

be accomplished to the satisfaction of the City, the City shall reserve the right and authority to undertake negotiations with the second (and subsequently the third) most qualified proposer. Negotiations will continue in this sequence until a mutually acceptable agreement has been reached.

VII. INFORMATION TO INCLUDE IN PROPOSAL

Proposers submitting proposals shall submit with the proposal the following information:

- a. Company history and experience in landscape architectural services, as the project is described in the Scope of Work.
- b. The name of the company representative responsible for coordinating with the City. Resumes of key personnel who would be assigned to the project.
- c. References from three or more organizations or municipalities, which have used your firm for similar services within the past four years. Provide the following information:
 - Name, address and telephone number of referenced user or client.
 - Name, title and telephone number of contact person for referenced user or client.
 - A description of services provided for the referenced user or client.
 - Dates/time-frame in which services were provided for the referenced user or client.
- d. A written description of the proposed services including a description of the proposed approach to the project.

VIII. REVIEW AND ASSESSMENT

Consultants will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals, and interview session.

The rating scale shall be from 1 to 5, with 1 being a poor rating, 3 being an average rating, and 5 being an outstanding rating.

| WEIGHTING FACTOR | QUALIFICATION | STANDARD |
|-------------------------|-------------------------|--|
| 2.0 | Scope of Proposal | Does the proposal show an understanding of the project objective, methodology to be used and results that are desired from the project? |
| 2.0 | Assigned Personnel | Do the persons who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project? |
| 1.0 | Availability | Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work? |
| 1.0 | Motivation | Is the consultant interested and capable of doing the work in the required time frame? |
| 2.0 | Cost and Work Hours | Do the proposed cost and work hours compare favorably with the project Manager's estimate? Are the work hours presented reasonable for the effort required in each project task or phase? |
| 2.0 | Knowledge and expertise | Does the consultant have the knowledge and expertise to see the project through its entirety? Has the consultant done previous projects of this type and scope? |

Reference evaluation (Top Ranked Consultant)

The project Manager will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

| QUALIFICATION | STANDARD |
|---------------------|--|
| Overall Performance | Would you hire this Professional again? Did they show the skills required by this project? |
| Timetable | Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner? |
| Completeness | Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems solved quickly and effectively? |
| Budget | Was the original Scope of Work completed within the project budget? |
| Job Knowledge | a) If a study, did it meet the Scope of Work? b) If Professional administered a construction contract, was the project functional upon completion and did it operate properly? Were problems corrected quickly and effectively? |

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below, by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City" and _____, [insert either a corporation, a partnership or an individual, doing business as _____], hereinafter referred to as "Professional".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Professional agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of _____ (_____) page[s], and incorporated herein by this reference.

2. The Work Schedule. [Optional] The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule attached hereto as Exhibit "B", consisting of _____ (_____) page[s], and incorporated herein by this reference.

3. Time of Commencement and Completion of Services. The services to be performed pursuant to this Agreement shall be initiated within _____ (_____) days following execution of this Agreement. Services shall be completed no later than _____. Time is of the essence. Any extensions of the time limit set forth above must be agreed upon in writing by the parties hereto.

4. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause by providing written notice of termination to the Professional. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties.

All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

| | | |
|---------------|-------|---------------|
| Professional: | City: | With Copy to: |
|---------------|-------|---------------|

In the event of any such early termination by the City, the Professional shall be paid for services rendered prior to the date of termination, subject only to the satisfactory performance of the Professional's obligations under this Agreement. Such payment shall be the Professional's sole right and remedy for such termination.

5. Design, Project Indemnity and Insurance Responsibility. The Professional shall be responsible for the professional quality, technical accuracy, timely completion and the coordination of all services rendered by the Professional, including but not limited to designs, plans, reports, specifications, and drawings and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies. The Professional shall indemnify, save and hold harmless the City, its officers and employees in accordance with Colorado law, from all damages whatsoever claimed by third parties against the City; and for the City's costs and reasonable attorneys fees, arising directly or indirectly out of the Professional's negligent performance of any of the services furnished under this Agreement. The Professional shall maintain commercial general liability insurance in the amount of \$500,000 combined single limits, and errors and omissions insurance in the amount of _____.

6. Compensation. [Use this paragraph or Option 1 below.] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional a fixed fee in the amount of _____ (\$_____) plus reimbursable direct costs. All such fees and costs shall not exceed _____ (\$_____). Monthly partial payments based upon the Professional's billings and itemized statements are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's

actual reimbursable expenses. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings, and other services rendered by the Professional shall become the sole property of the City.

6. Compensation. [Option 1] In consideration of the services to be performed pursuant to this Agreement, the City agrees to pay Professional on a time and reimbursable direct cost basis according to the following schedule:

Hourly billing rates: _____

Reimbursable direct costs: _____

with maximum compensation (for both Professional's time and reimbursable direct costs) not to exceed _____ (\$_____). Monthly partial payments based upon the Professional's billings and itemized statements of reimbursable direct costs are permissible. The amounts of all such partial payments shall be based upon the Professional's City-verified progress in completing the services to be performed pursuant hereto and upon the City's approval of the Professional's reimbursable direct costs. Final payment shall be made following acceptance of the work by the City. Upon final payment, all designs, plans, reports, specifications, drawings and other services rendered by the Professional shall become the sole property of the City.

7. City Representative. The City will designate, prior to commencement of work, its project representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the project. All requests for contract interpretations, change orders, and other clarification or instruction shall be directed to the City Representative.

8. Project Drawings. [Optional] Upon conclusion of the project and before final payment, the Professional shall provide the City with reproducible drawings of the project containing accurate information on the project as constructed. Drawings shall be of archival quality, prepared on stable mylar base material using a non-fading process to prove for long storage and high quality reproduction.

9. Monthly Report. Commencing thirty (30) days after the date of execution of this Agreement and every thirty (30) days thereafter, Professional is required to provide the City Representative with a written report of the status of the work with respect to the Scope of Services, Work Schedule, and other material information. Failure to provide any required monthly report may, at the option of the City, suspend the processing of any partial payment request.

10. Independent Contractor. The services to be performed by Professional are those of an independent contractor and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Professional's compensation hereunder for the payment of FICA, Workers' Compensation, other taxes or benefits or for any other purpose.

11. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.

12. Acceptance Not Waiver. The City's approval of drawings, designs, plans, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the work. The City's approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.

13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default.

14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the

Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.

15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Law/Severability. The laws of the State of Colorado shall govern the construction, interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

17. Special Provisions. [Optional] Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit "_", consisting of _____ (_____) page[s], attached hereto and incorporated herein by this reference.

THE CITY OF FORT COLLINS, COLORADO

By: _____
John F. Fischbach
City Manager

By: _____
James B. O'Neill II, CPPO, FNIGP
Director of Purchasing & Risk Management

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

[Insert Professional's name] or
[Insert Partnership Name] or
[Insert individual's name]
Doing business as _____[insert name of business]

By: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

ATTEST:

Corporate Secretary

(Corporate Seal)