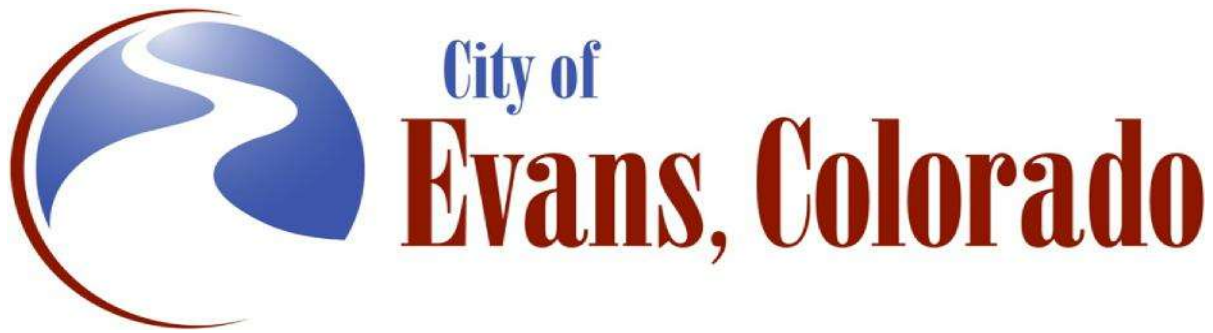




RFP#FY26-014
REQUEST FOR PROPOSALS:
Annual Biosolids Removal and Disposal
August 7, 2026

Tentative Schedule	
Solicitation Advertised	August 7, 2026
Questions Due	August 14, 2026
Answers Posted	August 18, 2026
Solicitation Close	August 24, 2026
Evaluation	August 28, 2026
Notice of Intent to Award	Within 1 week of evaluation
Award Approval	Next available CC session (1 st and 3 rd Tuesday of each month) after the expiration of protest period
Notice to Proceed	Within 10 business days of contract approval



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REQUEST FOR PROPOSALS

The City of Evans (City) is soliciting proposals from qualified consultants for the City of Evans Annual Biosolids Removal.

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Monday August 24, 2026.**

The City encourages all disadvantaged business enterprises to submit in response to this request for proposals. Disadvantaged business enterprises will not be discriminated against on the grounds of race, color, or national origin for any submissions for negotiated agreements.

Questions concerning the scope of the solicitation should be submitted via email to Andy Vowell – avowell@evanscolorado.gov no later than **August 14, 2026, at 11:59 PM Mountain Time.**

Vendors are strongly encouraged to make an effort to review the solicitation documents and submit questions as soon as possible. The City has elected to run this solicitation on an accelerated schedule to accommodate operational constraints, as the City is permitted to do as a home rule municipality.

The City is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Submissions may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for proposals will be public information.

No officer, employee, or member of the 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 is prohibited.

Any submission deemed to be collusive, or a sham will be rejected and reported to authorities as such. Your authorized signature on this submission is presumed to assert that such submission is genuine and is not collusive or a sham.

The City reserves the right to reject any and all submissions and to waive any irregularities or informalities.

Andy Vowell
Procurement and Contract Specialist, MPM
1100 37th Street
Evans, CO 80620-2036
(970) 475-2240
avowell@evanscolorado.gov

I. INTRODUCTION

A. About Evans

Evans, Colorado is a growing city of 23,000 residents with a small-town feel and a dynamic economic foundation driven by energy, agriculture, healthcare, and construction. Known for its diverse and welcoming community, Evans offers a high quality of life with excellent schools, abundant parks, and easy access to both urban amenities and outdoor adventures.

Located in Northern Colorado along the Front Range of the Rocky Mountains, Evans is just an hour from Rocky Mountain National Park, providing year-round opportunities for hiking, biking, and wildlife exploration. The city is also within easy reach of Denver, Cheyenne, and Denver International Airport, making it well-positioned for economic growth and accessibility. Historically, Evans was founded in 1867 and incorporated in 1885, playing a key role in regional development along the South Platte River and the Union Pacific Railroad. Today, the city blends historic roots with modern growth, featuring new residential developments, commercial expansion, and a strong commitment to economic resiliency. Evans is currently investing in major infrastructure projects, including a new police station, expanded roadways, and revitalized public spaces.

With over 300 days of sunshine, a vibrant cultural scene, and a community-driven vision for the future, Evans is establishing itself as the Community of Choice in Northern Colorado.

B. Project Objectives

The City of Evans is seeking proposals from qualified firms for the removal of biosolids from two (2) anaerobic lagoons that receive waste activated sludge from a Biological Nutrient Removal Activated Sludge treatment plant. The lagoons are roughly 2.5 million gallons (2.5MG) each, totaling 5 million gallons (5MG). It is the intent of the City of Evans to procure services to have the Biosolids removed from these lagoons and properly disposed of. Please see **Exhibit B** for the scope of services to be performed. The City intends to award a 1-year not-to-exceed contract with the possibility of four 1-year renewals.

II. REQUIRED QUALIFICATIONS

All companies submitting a response must be a qualified company and must be able to meet all requirements as noted in the contract documents and specifications. The firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, disability, or any other protected status.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The City's Project Manager is Robby Porsch, Wastewater Superintendent.

The Owner reserves the right to reject or accept any or all submissions or waive any formalities, informalities, or information therein.

The Owner will award this contract based on review of, and the merits of, the submissions received. Evaluation of the submissions will consider the following items along with those found in Section IX – Selection Criteria.

- Detailed description of the qualifications of the consultant/firm, specifically highlighting those portions of each section that will be critical to project success.
- Project personnel experience.
- Detailed description of key deliverables and tasks outlined in Exhibit B, below.

In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, proposal acceptance may be extended for a reasonable time not to exceed thirty (30) calendar days. No proposer may withdraw a proposal within sixty (60) days after the closing date of the solicitation. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the City and the successful proposer.

To be fair to all proposers, no oral interpretations will be given to any proposer as to the meaning of the specification documents or any part thereof. Every request for such consideration shall be made via email to Andy Vowell at avowell@evanscolorado.gov. Based on such inquiry, the City of Evans may choose to issue an addendum in accordance with local and state laws.

IV. METHOD OF SUBMITTAL

Proposals shall be submitted in .pdf format to BidNet (bidnetdirect.com). Registration on BidNet is free. If you experience any issues when registering, downloading solicitation documents, or submitting a proposal, please reach out to BidNet customer service. City employees do not have the ability to troubleshoot issues on BidNet.

All proposals submitted shall become the property of City of Evans and will become public record once the contract has been awarded and executed.

Please include your firm name or abbreviation of in the file name of all proposal documents. Please keep file names as short as reasonably possible

V. FORM OF SUBMITTAL

Please limit submissions to 25 pages or less, not including dividers, cover letter, team resumes, or required forms.

The submittal shall include the following items:

- A. Cover letter
- B. Statement of Qualifications: The Consultant/Firm qualification information shall include: A brief history of the firm including organization structure, professional resumes stating qualifications of the consultant/firm to provide the services described herein. Include number of years in business, location of office or offices, and names of principals or employees who will complete the service and their resumes and qualifications.
- C. References from customers (minimum of five (5) projects from at least two (2) different clients), clients, or owners for whom you have delivered similar services. Experience in Colorado providing similar services to a government entity is preferred. Please provide addresses, phone numbers, and individual contacts for each reference.
- D. Proposed project narrative and schedule
- E. Exhibit A shall be filled out and included in the submission packet.
- F. Completed and signed copy of the Non-Collusion Statement found in Exhibit C
- G. Completed Proposal form found in Exhibit D
- H. Completed Fee Schedule found in Exhibit E

VI. SCOPE OF SERVICES

- A. Refer to the scope outlined in Exhibit B.
- B. City will be responsible for the following
 - Pay Application Review
 - Change Order Decisions

VII. MEETINGS AND DELIVERABLES

- A. Refer to scope outlined in Exhibit B.
- B. All meetings are to be held at Evans Municipal Building, 1100 37th Street, unless otherwise noted.

VIII. INSTRUCTIONS TO TEAMS

- A. Additional information

Teams may provide any additional information they feel will assist the City in our evaluation of the submitted proposal.
- B. Questions related to the scope of work should be submitted to Andy Vowell, Procurement and Contract Specialist (avowell@evanscolorado.gov).

City contacts:

Andy Vowell
Procurement and Contract Specialist, MPM
avowell@evanscolorado.gov

Robby Porsch
Wastewater Superintendent
rporsch@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
jhubbard@evanscolorado.gov

IX. SELECTION CRITERIA AND METHOD

A. Minimum Requirements Checklist

Proposer must have the following to be deemed eligible for award:

- Demonstrated experience with HDPE-lined lagoon cleaning
- Experience with Class B biosolids handling
- Current ability to meet CDPHE/EPA reporting

B. Review and Assessment Criteria

Professional Teams will be evaluated on the following criteria. These criteria will be the basis for reviewing the written submissions. The City reserves the right to award directly as a result of the written submissions or to conduct interviews if deemed necessary.

<u>Criterion</u>	<u>Weight</u>
Qualifications, Relevant Experience & References	25%
Project Narrative & Approach (including liner protection, sampling/QA, disposal pathway, and mobilization plan)	25%
Price	35%
Schedule & Ability to Meet Hard Deadlines	15%

C. Reference Evaluation

The Project Manager, or their designee, will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

1. Overall Performance
 - a. Would you hire this Professional again?
 - b. Did they provide the skills required by this project?

- c. Did they communicate with you in a professional, timely manner?
 - d. Was the project a success?
- 2. Schedule
 - a. Was original Scope of Work completed within the specified time?
 - b. Were interim deadlines met in a timely manner?
- 3. Completeness
 - a. Was Professional responsive to client needs?
 - b. Did Professional anticipate problems?
 - c. Were problems solved quickly and effectively?
- 4. Budget
 - a. Was original Scope of Work completed within the project budget?
 - b. Were there any change orders to the Scope of Work?
- 5. Job Knowledge
 - a. Did the firm demonstrate solid understanding of biosolids handling, Class B standards, and applicable EPA/CDPHE (40 CFR Part 503) requirements?
 - b. Was the selected removal method effective at protecting the lagoon HDPE liner while meeting operational constraints (one lagoon always in service, outage limits)?
 - c. Were sampling, laboratory analysis, disposal (land application or landfill), and required regulatory reports accurate, complete, and delivered on time?

EXHIBIT A – Request for Proposals Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposals (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to the City of Evans:

- a. All of the statements and representations made in this submission are true to the best of my knowledge and belief.
- b. I further agree that the method of award is acceptable to my company.
- c. I also agree to complete the proposed Agreements with the City of Evans within ten (10) days of final day of the protest period as noted in the notice of intent to award.
- d. If the contract is not completed and signed within ten (10) business days, City reserves the right to cancel and award to the next highest rated firm.
- e. I acknowledge receipt of _____ addenda.

Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Authorized Agent of Firm Name: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____

Email Address: _____

Phone: _____

Cell Phone: _____

EXHIBIT B – Project Description and Scope of Services

Project:

Annual Biosolids Removal and Disposal

Description:

The City of Evans operates two (2) anaerobic lagoons that receive waste activated sludge from a Biological Nutrient Removal Activated Sludge treatment plant. The lagoons are roughly 2.5 million gallons (2.5MG) each, totaling 5 million gallons (5MG). These lagoons require annual biosolids removal in order to remain functional. The estimated volume of biosolids is approximately 450 Dry Tons. The removal and disposal of Biosolids shall be completed by December 31, 2026.

The City anticipates that this project should be completed in one (1) Mobilization and Demobilization. If the Vendor is proposing more than one (1) Mobilization and Demobilization please provide the anticipated number in the Quantities of the fee schedule in Exhibit E, below.

The means of removing the biosolids from the lagoons shall be the choice of the Contractor with the following stipulations.

1. The method of removal shall not damage the lagoon's HDPE liner.
2. One lagoon shall always remain in-service.
3. No lagoon shall remain out of service for longer than sixty (60) days.

The biosolids are expected to meet Class B Biosolids standards for beneficial reuse. With that being said, the means of disposal of the biosolids shall be the choice of the Contractor with the following stipulations.

1. Contractor shall adhere to the EPA and CDPHE regulations for the disposal of Biosolids as outlined in 40 CFR Part 503.
2. Contractor is responsible for all sampling of the Biosolids to confirm they meet the criteria for the selected disposal method or receiving entity as outlined in 40 CFR Part 503.
3. If land application is selected for disposal, the Contractor is responsible for all soils analysis and land permitting with CDPHE.
4. Contractor is responsible for generating all reports required by the EPA, CDPHE, and the City's NPDES Discharge Permit. All reports and testing results shall be provided to the City no later than January 30, 2027, to meet the annual Biosolids reporting deadline in mid-February.
5. Contractor shall take an individual sample from each truckload to leave the facility. These samples shall be combined at the end of every day to form a daily composite sample that is sent to a third-party certified laboratory for concentration analysis to be used in determining daily volumes removed from the facility.

The City will provide the following if needed.

1. A point to obtain potable and/or non-potable water
2. A point to obtain 110v low amperage electrical power

The Contractor will be responsible for providing if needed.

1. Necessary electrical power (other than low amperage 110v).
2. Extensions to bring 110v power to work location.
3. Pumps and hoses for non-potable water.
4. Hoses for the use of potable water.
 - a. A standard garden hose spigot is available for low volume water usage.

High volume water usage from a fire hydrant is available and will require the Contractor to obtain a fire hydrant meter from the City and provide the necessary security deposit.

Additional Information:

1. Typically, the biosolids in the lagoon range between 3.22-4.64% solids with 3.77% being the average for 2025
2. The City DOES NOT have land permitted for the land application of biosolids. Permitting land for the application of biosolids is the responsibility of the Contractor
3. The City's biosolids do not have actionable levels of T-Norm
4. Previous year's lab results are included for reference and uploaded to BidNet. Historically, the biosolids have met the criteria for Class B and land application
5. If land applying for beneficial reuse, then must meet all requirements from 40 CFR Part 503, which includes Metals, Nutrients and Pathogens. Additionally, a method to prove Vector Attraction Reduction, which can either be lab proven or the method of application.
6. Historically, the land used for land application has been in Weld County
7. If the biosolids are to be landfilled, then the Contractor will need to meet the selected landfill's requirements
8. The Dry Ton amount listed in the fee schedule is an estimate based on previous years' totals
9. The City prefers not to have mixing boats as there has been damage caused to the HDPE liner in the past
10. The City would like project work to begin as soon as possible after the Evans Ditch has its water turned off around October 15
11. Historically, the depth of material in the lagoons is roughly three (3) feet of decant water and five (5) feet of sludge

EXHIBIT C – Non-Collusion Statement
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)
proposer that has submitted the attached proposal;
- (2) He is fully informed respecting the preparation and contents of the attached proposal and of all pertinent circumstances respecting such submission;
- (3) Such proposal is genuine and is not collusive or a sham;
- (4) Neither the said proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other proposer, firm or person to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted or to refrain from proposing in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other proposer, firm or person to fix the price or prices in the attached proposal or of any other proposer, or to fix any overhead, profit or cost element of the proposal price or the proposal price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and

Signed: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for Colorado
My Commission expires: _____

Exhibit D –Proposal Form

Annual Biosolids Removal and Disposal

Proposal of _____ (hereinafter called proposer),
doing business as * _____ organized and existing
under the laws of the State of _____, to the City of Evans (hereinafter
called CITY).

In compliance with your Request for Proposals, proposer hereby proposes to perform all work for
the **Annual Biosolids Removal and Disposal** in strict accordance with contract documents,
within the time set forth therein, and at prices stated below.

By submission of this proposal, each submitter certifies, and in cases of a joint proposal, each
party hereto certifies as to their own organization, that this submission has been arrived at
independently, without consultation, communication, or agreement as to any matter relating to
this submission with any other proposer or with any competitor.

Proposer acknowledges receipt of the following Addendum:

Proposal shall include all applicable taxes and fees.

Proposer agrees to perform all work described in the contract documents.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

EXHIBIT E – Fee Schedule

FEE SCHEDULE Summary – Biosolids Removal and Disposal - City of Evans, CO			
Work Areas: Summary			
Description	Quantities	Units	Unit Cost
Removal and Disposal of Biosolids	Est. 450 Dry Tons	Per Dry Ton	
Mobilization and Demobilization	1	ea.	
Disposal Method Details			
Intended Disposal Method			
Intended Disposal Site			

**It is the City's intent to enter a not-to-exceed agreement with the awarded vendor. The City's standard PSA is included for reference as Exhibit H, below.*

***Quantities are estimates intended to facilitate price comparison. Actual dry tonnages of biosolids may vary.*

Exhibit F – Biosolids Lagoon Aerial

See additional documents on Bidnet.

Exhibit G – Lagoon Drawing

See additional documents on Bidnet.

Exhibit H – Professional Service Agreement

Professional service agreement provided for reference. The eventual PSA will be completed post award with the successful proposer's information and negotiated not-to-exceed amount.

City of Evans, Colorado **SERVICE AGREEMENT** **FOR PROFESSIONAL SERVICES BY** **INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into this **FILL IN** day of **FILL IN**, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **FILL IN** (hereinafter referred to as "Consultant").

RECITALS:

WHEAREAS, City requires professional services for the **PROJECT** (hereinafter referred to as "Project").

WHEREAS, City issued a Request for Proposals which are the subject of this Agreement; and

WHEREAS, Consultant has held itself out to the City as having the requisite qualifications and experience to perform all or part of the Services required.

WHEREAS, City desires to contract with Consultant subject to the following "**Terms and Conditions**" of this Agreement..

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the CITY professional services as indicated in the following terms and conditions.

I. SCOPE OF SERVICES

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A (RFP Packet)**, which is attached hereto and incorporated herein by this reference.

II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY

The CITY shall provide CONSULTANT with reports and such other data as may be available to the CITY and reasonably required by CONSULTANT to perform hereunder. No project information shall be disclosed by CONSULTANT to third parties without prior written consent of the CITY or pursuant to a lawful court order directing such disclosure. All documents provided by the CITY to CONSULTANT shall be returned to the CITY. CONSULTANT is authorized by the CITY to retain copies of such data and materials at CONSULTANT's expense.

III. OWNERSHIP OF INSTRUMENTS OF SERVICE

The CITY acknowledges that the CONSULTANT's documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement, followed by complete payment to the CONSULTANT shall become the property of the CITY upon completion of the services. Any reuse of the CONSULTANT's documents is at the CITY's own risk without liability to the consultant.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in an amount not to exceed **COST WRITTEN OUT (\$XXXXXX.00)**. The CITY agrees to pay and the CONSULTANT agrees to accept as full payment for all work done and all materials furnished and for all costs and expenses incurred in performance of the work the sums set forth for the hourly labor rate and material costs, with markups, stated within the Fee Schedule Proposal Form, attached hereto as **Exhibit C**, and incorporated herein by this reference. Payment shall be made by the City only upon acceptance of the work by the CITY and upon the CONSULTANT furnishing satisfactory evidence of payment of all wages, taxes, supplies and materials, and other costs incurred in connection with the performance of such work.

B. CONSULTANT may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by CONSULTANT under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the CITY.

1. All invoices, including CONSULTANT's verified payment request, shall be submitted by CONSULTANT to the CITY no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event CONSULTANT fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the CITY has requested clarification unless and until 30 days after clarification satisfactory to the CITY has been provided by CONSULTANT.

C. The CITY has the right to ask for clarification on any CONSULTANT invoice after receipt of the invoice by the CITY.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, CONSULTANT may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, CONSULTANT may terminate this Agreement. Upon receipt of payment in full for services rendered, CONSULTANT will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the CITY) required by this Agreement have been turned over to and approved by the CITY and upon receipt by the CITY of CONSULTANT's written notification that services required herein by CONSULTANT have been fully completed in accordance with this Agreement and all data and reports for the Project.

V. COMMENCEMENT AND COMPLETION OF SERVICES

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, as outlined in section XII, below, the Project shall be complete once Consultant furnishes the City the specified deliverables, as provided in **Exhibit A**.

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the CITY. 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 the CITY shall 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

A. CONSULTANT hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by CONSULTANT shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. CONSULTANT shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by CONSULTANT under this Agreement. CONSULTANT shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the CITY for any loss suffered by the CITY caused by errors and omissions which fall below the standard of professional practice, if any. This reimbursement is separate and apart from an indemnification listed in Paragraph IX.

D. Approval by the CITY of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve CONSULTANT of responsibility for technical adequacy of the services. Neither the CITY's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and CONSULTANT shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.

VIII. COMPLIANCE WITH LAW

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

IX. INDEMNIFICATION

INDEMNIFICATION – GENERAL: The CITY cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the CONSULTANT or any other person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the CONSULTANT shall defend, indemnify and hold harmless the CITY, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent they resulted from the negligent acts, errors and/or omissions of by the CONSULTANT, its employees, agents or subconsultants, or others for whom the CONSULTANT is legally liable, under this Agreement; provided, however, that the CONSULTANT need not indemnify or save harmless the CITY, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the CITY's mayor and City council, officials, officers, directors, agents and employees.

X. INSURANCE

A. CONSULTANT agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by CONSULTANT, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. CONSULTANT shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. CONSULTANT shall procure and maintain and shall cause any subconsultant of CONSULTANT to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the CI. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) each claim, Five Hundred Thousand Dollars (\$500,000) disease - policy limit, and Five Hundred Thousand Dollars (\$500,000) disease - each employee.
2. Commercial general liability insurance with minimum combined single limits of One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000)

general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.
4. The policy required by Paragraph 2, above shall be endorsed to include the City, the City's officers, and its employees as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, and its employees shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.
5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans
1100 37th Street
Evans, Colorado 80620-2036
Attn: Safety and Risk Management

6. Failure on the part of Consultant to procure or maintain policies providing the required coverages, conditions and minimum limits shall constitute a material breach of agreement upon which the City may immediately terminate this Agreement or, at its discretion, the City 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 the City shall be repaid by Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the City.
7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.
8. The Parties hereto understand and agree that the City, 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 (presently Three Hundred Fifty Thousand Dollars (\$350,000) per person and Nine Hundred Ninety Thousand Dollars (\$990,000) per occurrence) or any other rights, immunities, and protections

provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

XI. NONASSIGNABILITY

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

XII. CONTRACT TERM

This Contract shall be in force and effect for a period of one (1) year commencing **DATE** and expiring on **DATE**, unless terminated sooner. In addition, at the sole option of the CITY, this Contract may be renewed for four (4) consecutive one (1) year periods with a maximum contract term of five (5) consecutive years. Renewals and pricing changes may be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the CONSULTANT and sent no later than thirty (30) days prior to contract end. Renewals are subject to annual appropriation, budget and CITY designated authorization limits.

XIII. TERMINATION

This Agreement shall terminate at the expiration date listed above unless extended or terminated earlier by mutual agreement of both parties or under the terms of this agreement. In the event that the CITY wishes to terminate the agreement early, they will provide the CONSULTANT with seven (7) days' advance written notice. In the event the Agreement is terminated by the CITY's issuance of said written notice of intent to terminate, the CITY shall pay CONSULTANT for all services previously authorized and completed prior to the date of termination. If, however, the CONSULTANT has substantially or materially breached the standards and terms of this Agreement, the CITY shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the CONSULTANT shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the CITY thereafter shall be at the CITY's sole risk, unless otherwise consented to by CONSULTANT.

XIV. CONFLICT OF INTEREST

The Consultant shall disclose any personal or private interest related to property or business within the CITY. Upon disclosure of any such personal or private interest, the CITY shall determine if the interest constitutes a conflict of interest. If the CITY determines that a conflict of interest exists, the CITY may treat such conflict of interest as a default and terminate this Agreement.

XV. 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 Weld, State of Colorado.

XVI. INDEPENDENT CONTRACTOR

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all

purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers' compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

XVII. NO WAIVER

Delays by the City in enforcement of this Agreement or the waiver by the City of any one or more defaults or breaches of this Agreement by the Consultant shall not constitute a waiver of any of the other terms or obligations of this Agreement.

XVIII. GOVERNMENTAL IMMUNITY

The City and Consultant recognize and acknowledge that the CITY is a Colorado municipality and is entitled to certain protections under the Colorado Governmental Immunity Act ("CGIA"), Sections 24-10-101, et seq., Colorado Revised Statutes. By entering into the Agreement, the City does not waive and does not intend to waive any of the immunities or other protections afforded to it by the CGIA.

XIX. ENTIRE AGREEMENT

This Agreement and the attached **Exhibits A-C** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

XX. NOTICE

Any notice or communication between Consultant and the City 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:

The City: City of Evans
Attn: City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: **VENDOR ADDRESS**

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

CITY OF EVANS, COLORADO

By: _____
RELEVANT CITY APPROVER

ATTEST:

Julie Barnett, City Clerk (Or relevant Department Contact)

APPROVED AS TO FORM:

Ed Bull, City Attorney

APPROVED AS TO SUBSTANCE:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Name: _____

Title: _____