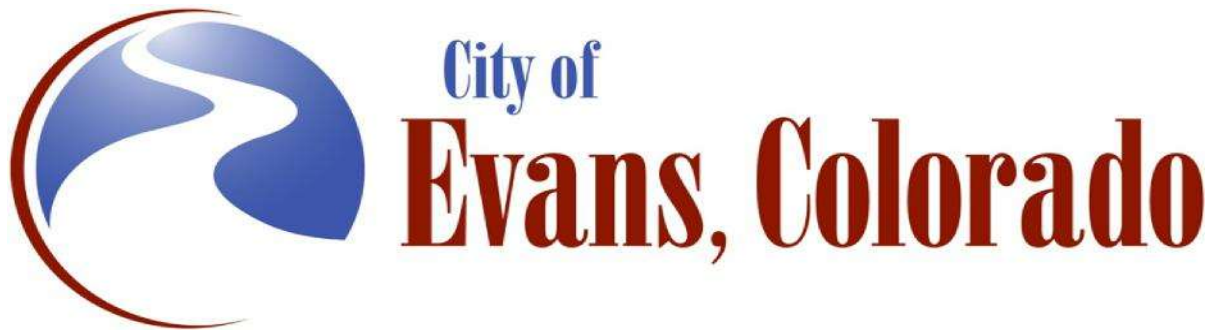




RFQ#FY26-007

REQUEST FOR QUALIFICATIONS:

23rd Ave Stormwater Outfall Design

July 9, 2026

Tentative Schedule	
Solicitation Advertised	July 9, 2026
Mandatory Pre-Bid Meeting	July 27, 2026
Questions Due	July 29, 2026
Answers Posted	Aug 3, 2026
Solicitation Close	Aug 7, 2026
Initial Evaluation	Aug,21 2026
Notify Finalists	Within 1 week of Initial Eval
Finalist Interviews	TBD
Final Evaluation	Within 1 week of last interview
Notice of Intent to Award	Within 1 week of final evaluation
City Council Approval	Next available CC session (1 st and 3 rd Tuesday of each month)
Notice to Proceed	Within 10 business days of contract execution

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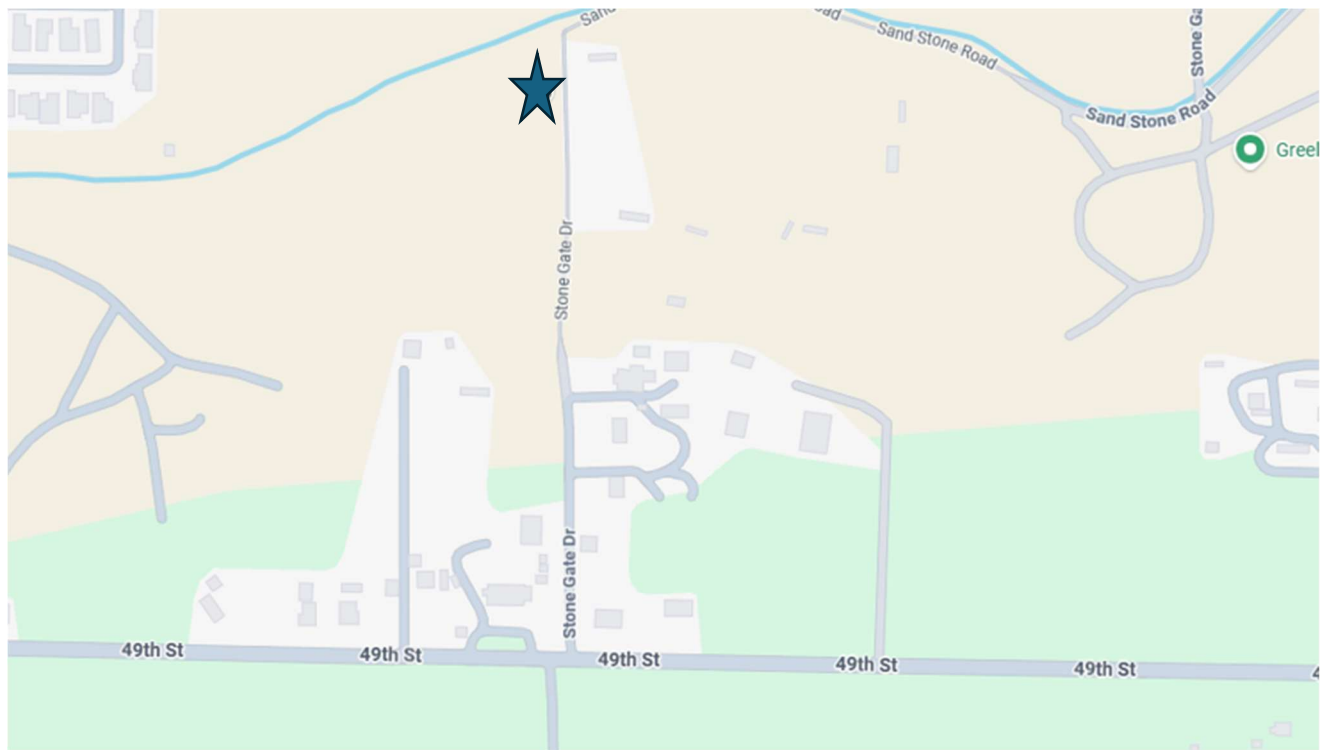
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EXHIBIT J – DBE Performance Form 6100-3.....	ATTACHED
EXHIBIT K – Vicinity Map.....	ATTACHED

REQUEST FOR QUALIFICATIONS

The City of Evans invites engineering and design consulting firms to submit their qualifications to provide Engineering Design Services for the 23rd Ave Stormwater Outfall Project. ***This project, design through eventual construction, will be funded through the State of Colorado's State Revolving Fund (SRF) and all work must adhere to the guidelines and requirements of the SRF program.***

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Friday August 7, 2026.**

Pre-Bid Meeting: A mandatory pre-bid meeting will be held at **2:00 PM Mountain Time, on Monday July 27, 2026**, on site at the project area **just north of 49th St on Stone Gate Dr.** Firms that do not attend this meeting will not be allowed to submit for this solicitation. In consideration of local homeowners and businesses, firms should use as few vehicles as is possible and please do not block any driveways or property entrances.



The City encourages all disadvantaged business enterprises to submit in response to this request for qualifications. 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 **July 29th at 11:59 PM Mountain Time.** Vendors are strongly encouraged to make the effort to visit with the Project Manager(s) during the pre-

bid meeting, get their questions addressed and answered, as well as clearly understand the City's expectations and procedures. The deadline for submitting questions is February 4th.

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 qualifications 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 purpose of this project is to address stormwater conveyance from the Prairie Ridge basin through the 23rd Ave corridor and downstream systems (evaluating both piped and channeled options), ensuring that runoff from contributing areas is effectively routed through the established drainage infrastructure to its ultimate discharge point.

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 consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

The vendor must be actively registered in the System for Award Management (SAM.gov) at the time of quote submission and must remain in good standing through the period of performance. Vendors that are debarred, suspended, or otherwise listed as ineligible on SAM.gov will be considered non-responsive and ineligible for award. Vendors must provide their Unique Entity Identifier (UEI) on the quote cover sheet or in the designated location.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The City Engineer is Jonathan Knight (jknight@evanscolorado.gov) and the Project Manager is Alex Corbin (acorbin@evanscolorado.gov).

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 X – 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.
- A comment on the ability to adhere to, or requested amendments to, the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's submission.
- Detailed description of key deliverables and tasks outlined in Exhibit B, below.

IV. METHOD OF SUBMITTAL

Submittals shall be submitted in .pdf format to BidNet.

All submissions shall become the property of City of Evans and will become public record.

Please include your firm name or abbreviation of in the file name of all submitted 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 or cover letter.

The submittal shall include the following items:

A. Cover letter

B. Statement of Qualifications: The Consultant/Firm qualification information shall include:

1. 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.

2. 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.

- A. Proposed preliminary project schedule
- B. Exhibit A shall be filled out and included in the submission packet.
- C. Completed and signed Non-Collusion Statement found in Exhibit C
- D. Completed Statement of Qualifications form found in Exhibit D
- E. Standard Contract: The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Evans Standard Contract." Specific statements must be made concerning contract issues. General statements such as, "... in general agrees with all of contractual provisions...", "... have identified some minor items to resolve...", "...do not anticipate any difficulty in negotiating these issues...", are not considered acceptable responses. All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract will be modified to reflect the project specific scope of services arrived at by the City and the Consultant.
- F. Completed SRF required forms, as applicable (6100-4, 6100-3 and Suspension and Debarment Cert). These forms are available on BidNet as additional download files.

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 statement of qualifications.
- 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
(970) 475-2240
avowell@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
(970) 475-1165
jhubbard@evanscolorado.gov

Alex Corbin
Civil Engineer II
(970) 475-1188
acorbin@evanscolorado.gov

Jonathan Knight
City Engineer
(970) 475-1113
jknight@evanscolorado.gov

Shantanu Tiwari
Director of Engineering
(970) 475-1178
stiwari@evanscolorado.gov

IX. SELECTION CRITERIA AND METHOD

A. Review and Assessment Criteria

Professional Teams will be evaluated on the following criteria. These criteria will be the basis for reviewing the written statements of qualifications.

A shortlist of up to three (3) teams may be identified and invited for an interview at the City. The final selection will be made from this shortlisted group. The City reserves the right to award directly as a result of the written submissions. Finalist firms will be given more information regarding the scoring and evaluation process for the interviews.

Scope and Plan Approach

- Familiarity with the City of Evans, CO
- Description of quality assurance and quality control program,
- Understanding of the project and objective,
- Description of plan to complete the project with success in mind,

Company and Project Personnel

- Firm-related project experience
- Experience with State of Colorado State Revolving Fund
- Results of previous projects
- Qualifications of assigned personnel and their experience with similar projects
- Provide a minimum of 5 similar project references from at least 2 separate clients

Schedule

- Provided project schedule must demonstrate firm's ability to complete the project within 6 months

B. 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) 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?
- c) Were problems corrected quickly and effectively?
- d) If construction documents, were they clear and concise for bidding and construction purposes?

EXHIBIT A – Request for Qualifications Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Qualification (RFQ) 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 RFQ. 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: _____

BACKGROUND:

This project is funded utilizing State of Colorado State Revolving Fund (SRF) monies. All designs and specifications should include all relevant SRF requirements, specifications and guidelines. The 23rd Ave Stormwater Outfall Project is located within the Prairie Ridge drainage basin in the City of Evans (approximately at Heather Lane and Laurel Dr) and focuses on improving conveyance of stormwater from multiple contributing sub-basins to the South Platte River. The project area encompasses approximately 916.6 acres and includes a mix of agricultural, commercial, and predominantly single-family residential land uses. Runoff from this basin is collected through an interconnected system of storm sewer infrastructure, open channels, and regional detention facilities, ultimately discharging through the Prairie Ridge Detention Pond.

Stormwater within the basin is conveyed through a series of pipes ranging in sizes in, open channels, and smaller detention ponds that provide localized storage and attenuation. Key conveyance routes direct flows east and south through the system, including major trunk lines along 23rd Avenue and Prairie View Drive. Several detention facilities—including Hunters Reserve ponds, Willow Brook, North Point, and others—function as intermediate storage components within the overall drainage network.

The Prairie Ridge Detention Pond serves as the primary regional facility and outlet control point for the basin. From this location, flows are discharged through an outlet structure into an existing ditch system that conveys stormwater toward the South Platte River. The existing outfall system includes a combination of piped and open channel segments, with portions of the system interacting with irrigation infrastructure such as the Evans Town Ditch.

The project is intended to address stormwater conveyance from the Prairie Ridge basin through the 23rd Avenue corridor and downstream systems (evaluating both piped and channeled options), ensuring that runoff from contributing areas is effectively routed through the established drainage infrastructure to its ultimate discharge point.

The City of Evans has a permanent utility and access easement south of 49th St to the South Platte River that can be found on the attached survey dated 4/29/2013.

For further understanding of the project, see **Area of Concern #3 – Ridge at Prairie View Outfall** located in the City of Evans 2016 Stormwater Master Plan.

1. Design Survey
 - a) A design survey within the survey project limits to be prepared in accordance with Colorado Department of Transportation (CDOT) Requirements
2. Geotechnical Report
3. Environmental Assessment
 - a) The consultant will prepare an Environmental Assessment in compliance with SRF Funding.

4. Utility Research and Coordination (SUI Investigation)
 - a) A utility investigation in accordance with the American Society of Civil Engineers Construction Institute Standard 38-02 (ASCE/CI 38-02).
5. Preliminary, Intermediate, and Final Design
 - a) Conduct necessary design work to establish the proposed stormwater outfall improvements, environmental issues, and estimated project costs.

DESCRIPTION:

The City intends to have a design to create a more effective stormwater outfall along 23rd Ave. beginning at the Prairie Ridge Detention Pond and Non-Potable Pond (approximately at the intersection of Heather Lane and Laurel Dr) to end at the South Platte River.

UTILITY INVESTIGATION:

The Consultant must check for existing utilities by reaching out to utility owners and reviewing available documents and visible signs. The Consultant must report any possible utility conflicts to the city in a memo and recommend whether further destructive or non-destructive utility investigations are needed. Include a utility clearance letter. Early coordination with utility companies could allow required utility relocations to be potentially completed before the project begins construction.

PERMITTING & COMPLIANCE:

The Consultant will obtain all necessary permits from local and state agencies and ensure compliance with all environmental and safety regulations (e.g., OSHA, EPA, OEPA) as appropriate.

TOPOGRAPHICAL SURVEY:

The Consultant shall conduct a GPS-based topographical survey of the project location and its immediate surroundings, identifying spot elevations, structures, utilities, and other features that may affect the stormwater outfall. This information shall be included in the project plans and made available to the City of Evans upon request. Consultant shall obtain permission from the property owner for any work activities on any property not owned by the City of Evans.

ENVIRONMENTAL ASSESSMENT

The Consultant will prepare an Environmental Assessment in compliance with SRF Funding.

GEOTECHNICAL REPORT:

The geotechnical report will cover the site's subsurface conditions, such as soil, rock, and groundwater, for construction purposes. It will also include site history, results from field and lab tests like boring logs and soil properties, and information about the water table. The report will

analyze risks like liquefaction and settlement, and provide key recommendations for excavation and earth retention, fill placement and compaction, dealing with problematic soils, drainage, and dewatering. It will also outline construction methods to help ensure safety and stability.

PRE-DESIGN STUDY REPORT:

The Consultant shall provide the City of Evans with a study report documenting the work completed. The Consultant's study will at minimum:

- A brief overview and description of the project, including existing infrastructure and utilities, incorporating information from Stormwater Master Plan
- Results for field survey
- Recommended changes/corrections to the GIS database
- Utility interference, access issues, and easement issues
- Evaluation of alternative designs (piped and channeled scenarios for three different alignments, see attached exhibit) with preliminary or planning level cost estimates.

The Consultant shall provide a draft study report to the City of Evans to review, provide comment. At the City of Evans request, the Consultant shall meet with the City to determine if adjustments to the scope or design of the project are necessary to remain within project budget limits.

DESIGN ENGINEERING TASKS:

The following tasks outline the work to be performed by the consultant for the **23rd Ave. Stormwater Outfall Project**.

Task I: 30 % Design Submittal

1. Consultant shall prepare preliminary drawings and project specifications.
2. Modeling the design area using HEC-RAS Rain-On-Grid and SWMM modeling
3. Updates on potential environmental, easement, access, and land acquisition issues.
4. Consultant shall provide a construction cost estimate.

Deliverables: Provide five (5) half-size (11"×17") sets and two (2) full-size sets of the 30% design plans, along with five (5) sets of project specifications. PDF electronic versions of both the plans and specifications, as well as a construction cost estimate, should also be submitted. **Plan sheets should include SRF mandated specifications and considerations and generally follow CDOT formatting guidelines.**

Schedule: Submittal shall be within ninety (90) calendar days following the Notice to Proceed.

Task II: 60% Design Submittal

1. The consultant shall prepare 60% construction drawings and project

- specifications (including PSP measurements and payment)
2. Consultant shall provide a detailed construction cost estimate based on the 60% design.

Deliverables: Provide five (5) half-size (11"×17") sets and two (2) full-size sets of the 60% design plans, along with five (5) sets of project specifications. PDF electronic versions of both the plans and specifications, as well as a construction cost estimate, should also be submitted. Plan sheets should generally follow CDOT formatting guidelines.

Schedule: Submittal shall be within thirty (60) calendar days following Receipt of comments on the 30% design submittal.

Task III: 100% Design Submittal

The consultant shall prepare the final construction drawings and contract specifications. (A project special provision (PSP) with measurement and payment needs to be prepared for all bid items.)

1. Consultant shall provide a final detailed construction cost estimate.
2. Consultant shall provide a detailed construction cost estimate based on the 100% design.
3. Notice letters to public and businesses about minimum construction.

Deliverables: Provide five (5) half-size (11"×17") sets and two (2) full-size sets of the 100% design plans, along with five (5) sets of project specifications. PDF electronic versions of both the plans and specifications, as well as a construction cost estimate, should also be submitted. An electronic copy of the plans in a format readable by AutoCAD 2002 for personal computers. Provide an electronic copy of the final specifications and cost estimate in Microsoft Office Word 2010 for Windows or compatible format. Plan sheets should generally follow CDOT's formatting guidelines.

Schedule: Submittal shall be within thirty (30) calendar days following Receipt of comments on the 100% design submittal. It is the City's goal to have the design of this project complete by the end of 2026 and bid out for construction in Spring of 2027.

Deliverables Continued:

For Plans:

The construction drawings will include but are not limited to:

1. Title Sheet
2. Standard Plans List
3. General Notes and Abbreviations
4. Summary of Approximate Quantities

5. Tabulations sheet(s)
6. Survey Control Diagram
7. Utility Pothole and Soil Boring Data
8. Grading and Drainage Sheets
9. Storm Drain Plan and Profile Sheets
10. SWMP/Stormwater Pollution Control Plan and Details
11. Detail Sheets

Other Deliverables:

1. All Meeting Minutes notes
2. Invoices and Weekly Reports
3. Environmental Assessment Documents
4. Geotechnical Report
5. Property Ownership Map
6. Control and Monumentation Sheet
7. Drainage Assessment Letter Report
8. Bid Specifications and Special Provisions
9. Estimate of Probable Construction Costs and each stage of design
10. Utility Clearance Letters/Agreements
11. Final Plans and Specifications (Record set PE Stamped)

Task IV: Bidding Phase

The consultant, following the City's approval of the Construction Documents and the latest construction cost estimate, shall assist the City as follows:

Assist the City in responding to contractor questions and requests for clarification regarding the design and/or Construction Documents.

Task V: Construction Phase (CA Services)

The Consultant shall provide Construction Administration (CA) services to support the City during construction of the roadway widening project. These services are intended to assist City staff with interpretation of the design documents and technical review and do not include construction management, full-time inspection, or contractor oversight.

Services may include attending the pre-construction meeting, reviewing contractor submittals for general conformance with the contract documents, and responding to Requests for Information (RFIs) related to the design. The Consultant may conduct periodic site visits to observe general

conformance of the work with the design intent, provide plan clarifications or minor revisions if field adjustments are required, and assist the City with preparation of record drawings by incorporating contractor redlines and construction changes.

Services will be performed on an as-needed basis during the construction phase. Additional services beyond this scope may be negotiated if required.

PROJECT MANAGEMENT

Project management activities may include preparation of invoices and progress reports, maintenance of the project schedule, document management, and coordination of project communications. The Consultant will also organize and facilitate regular project coordination meetings with City staff and maintain meeting summaries and action items as appropriate. Travel associated with project coordination and meetings shall also be included as part of this task.

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

(1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)

(2) He is fully informed respecting the preparation and contents of the attached statement of qualifications and of all pertinent circumstances respecting such submission;

(4) Neither the said bidder 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 bidder, firm or person to submit a collusive or sham statement of qualifications in connection with the contract for which the attached bid has been submitted or to refrain from bidding 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 bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and

Title: _____

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

My Commission expires:

EXHIBIT D - STATEMENT OF QUALIFICATIONS

23rd Ave Stormwater Outfall Design

Qualifications of _____ (hereinafter called bidder, 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 Advertisement for Bids, bidder hereby proposes to perform all work for the **23rd Ave Stormwater Outfall Design** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this statement of qualifications, each submitor certifies, and in cases of a joint bid, 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 bidder or with any competitor.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

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

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

EXHIBIT E – Professional Services Agreement

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

THIS AGREEMENT is made and entered into this XXX MONTH, 2026 by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and FIRM (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for the PROJECT hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

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**, 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 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)**. Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

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 fourteen (14) days after the rendering of services and the City will have thirty (30) days from the receipt of any verified invoice to render payment, pursuant to the terms of this Agreement.
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

merit 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. The Consultant represents and warrants that it currently holds, and throughout the term of this Agreement (including any extensions or renewals) shall maintain in good standing, all licenses, permits, certifications, and approvals required by applicable federal, state, and local laws to perform the services under this Agreement. Without limiting the foregoing, the Consultant shall obtain and maintain a valid City of Evans Business & Sales Tax License as required for conducting business within the City limits. The Consultant shall provide proof of such license to the City upon request and prior to commencement of services. Failure to maintain any required license shall constitute a material breach of this Agreement.

D. 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 all costs caused by errors and omissions which fall below the standard of professional practice.

E. 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.

F. 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

A. 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 resulting from the fault of, or negligent services rendered 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 City. 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 and the City's officers, employees and consultants 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, its employees or its consultants 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. CONDITIONAL CONTRACT EXTENSION

The City and Consultant may extend the relationship arising under this agreement by a future written agreement that is approved by the City, subject to annual appropriation and City designated authorization limits, and subject to agreed-upon pricing. Such extensions, if any, shall not exceed a period of Five (5)

consecutive years. The Consultant does not have a contractual right to an extension and the City expressly reserves all rights to cancel its relationship with Consultant.

XIII. TERMINATION

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. 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. ENTIRE AGREEMENT

This Agreement and the attached **Exhibit A** 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.

XIX. 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: **FIRM ADDRESS**

XX. GOVERNMENTAL IMMUNITY

The Parties recognize and acknowledge the City is a Colorado municipality, 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.

XXI. 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 APPROVER

ATTEST:

RELEVANT CITY EMPLOYEE

APPROVED AS TO FORM:

XXXXXX, City Attorney

APPROVED AS TO SUBSTANCE:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Title: _____