City of Evans, Colorado

RFP#FY26-015
REQUEST FOR PROPOSALS:
Non-Potable Pump Station Rehabilitation
November 10, 2026

Tentative Schedule	
Solicitation Advertised	November 10, 2026
Mandatory Pre-Bid Meeting	November 17, 2026
Questions Due	November 24, 2026
Answers Posted	December 1, 2026
Solicitation Close	December 8, 2026
Evaluation	December 14, 2026
Notice of Intent to Award	Within 1 week of evaluation
Award Approval	Next available CC session (1st and 3rd Tuesday of each month) after protest period expires
Notice to Proceed	Within 10 business days of contract approval

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REQUEST FOR PROPOSALS

The City of Evans is soliciting proposals from qualified professional engineering firms to design upgrades for an existing pump station that draws raw irrigation water from the adjacent storage pond. This project is City funded.

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Tuesday December 8, 2026.**

Pre-Bid Meeting: A mandatory pre-bid meeting will be held at **11:30 AM Mountain Time, on November 17, 2026**, via **Microsoft Teams**. Please paste the below link into your browser to attend the meeting. Please try to access the link before the scheduled meeting to ensure that there are no technical difficulties. Firms that do not attend this meeting will not be allowed to submit for this solicitation.

Microsoft Teams meeting
Join: https://teams.microsoft.com/meet/255375229322635 2?p=eBIKlWCm8aPIYU1YnL
Meeting ID: 255 375 229 322 635 2
Passcode: UD3K8Kw2

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 **November 24, 2026 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 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 City of Evans operates a municipal non-potable water system to conserve treated drinking water. This project focuses on upgrading an existing pump station that draws raw irrigation water from the adjacent storage pond. The rehabilitation will maximize system efficiency and reliability, improve water filtration, update aging mechanical/electrical infrastructure, and integrate modern automated controls.

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.

III. CONTRACTING PROCESS

A. General Items

The City of Evans shall be the Owner. The Director of Engineering is Shantanu Tiwari (stiwari@evanscolorado.gov) and the Project Manager is the City Engineer, Jonathan Knight (jknight@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 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.
- 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, cover letter, team resumes, or required forms.

The submittal shall include the following items in the order listed:

A. **Cover letter** - A signed cover letter on company letterhead identifying the prime firm, key personnel, and a brief statement of interest. The cover letter must confirm the firm's understanding of the scope boundaries.

B. **Technical Approach and Work Plan** - A detailed description of the proposed technical approach for each task defined in Exhibit B.

C. **Relevant Experience and Qualifications** – Documentation of the firm's experience on comparable pump station rehabilitation projects.

D. 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.

E. **Schedule** – a proposed project schedule identifying milestones and anticipated completion dates for each major task and deliverable

F. Exhibit A shall be filled out and included in the submission packet.

G. Completed and signed copy of the Non-Collusion Affidavit found in Exhibit C

H. Proposal and Commitment form found in Exhibit D

I. Proposed not-to-exceed fee amount including breakdown by the various tasks outlined in Exhibit B as well as the different anticipated employees and the number of hours that they are expected to contribute to the project. Fee proposal should include any expected subconsultant costs and breakdowns.

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
avowell@evanscolorado.gov

Jonathan Knight
City Engineer
jknight@evanscolorado.gov

Shantanu Tiwari
Director of Engineering
stiwari@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
jhubbard@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 submissions.

Scope and Plan Approach (30%)

- Familiarity with the City of Evans
- 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 (10%)

- Firm-related project experience
- 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 (20%)

- Provided project schedule must demonstrate firm's ability to complete the project by ***July 31, 2027***

Cost (40%)

- Proposed not-to-exceed amount including cost breakdown by both task/phasing as well as an hourly breakdown based on employee type
    - Score is rounded to two decimal places and is calculated as:
        - Score = (lowest responsive total not-to-exceed fee / the proposal being scored total not-to-exceed fee) × 40

B. Reference Evaluation (Tiebreaker)

Reference checks are not separately weighted in the scoring set out in Section IX.A. The City will use reference checks only as a tiebreaker. If, after scoring the weighted criteria, two or more proposals are so closely scored that the City determines the difference is not material or is too close to call without further information, the City may check the references of the affected proposers and use the results to determine the higher-ranked proposal.

The Project Manager, or their designee, may check references using the criteria below. Each reference response will be rated Satisfactory or Unsatisfactory. Where references are used to break a tie, the City will rank the affected proposers on the relative strength of their Satisfactory ratings. The City reserves the right to contact any listed reference, to contact references not listed, and to weigh the information obtained in its reasonable discretion.

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 Proposal Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposal (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) business 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

Project Location: Evans, Colorado
Objective: Engineering design and construction support to rehabilitate an existing pond-fed irrigation pump station and integrate it reliably into the municipal non-potable water network.

PROJECT BACKGROUND AND OBJECTIVE
The City of Evans operates a municipal non-potable water system to conserve treated drinking water. This project focuses on upgrading an existing pump station that draws raw irrigation water from the adjacent storage pond. The rehabilitation will maximize system efficiency and reliability, improve water filtration, update aging mechanical/electrical infrastructure, and integrate modern automated controls.

PHASE 1: SUMMARY OF ENGINEERING SERVICES
The engineering firm selected will provide full-service civil, mechanical, electrical, and structural design services.

DETAILED TASK BREAKDOWN

Field Investigation and Evaluation

1. **Site Surveying:** Perform topographic and utility surveys around the pond and pump structure.
2. **Condition Assessment:** Evaluate the structural integrity of the existing intake structure, wet well, pump house, heating, ventilation, and all associated components not specifically mentioned. Inspect and test intake screen flushing system and filter discharge system. Inspect and test the pond aeration system.
3. **Water Quality Testing:** Analyze pond water for total suspended solids (TSS), algae, and debris to optimize filtration selection.
4. **Hydraulic Modeling:** Review system pressure requirements and demand curves for the connected non-potable network.

Engineering and Design

1. **Mechanical Design:**
   1.1. Select energy-efficient vertical turbine pumps with Variable Frequency Drives (VFDs). Design system to have excess pumping capacity, reliable redundancy, and space for future expansion.
   1.2. Design an automated self-cleaning filtration system (e.g., screen or disc filters) to protect the distribution system. Filtration design to be automated and capable of removing both course and fine debris, likely with a minimum 2-stage filtration system. Sand, silt, and organic sludge are known primary issues.

1.3. Plan internal piping layout using durable, corrosion-resistant materials with ease of maintenance in mind.
1.4. Design station sensors to protect the pumping system from cavitation.
1.5. Design and integrate isolation valves inside the structure, separate from outside, for the purpose of simple winter maintenance.
1.6. Include ports and drains for high volume air compressor connections for system winterization.
1.7. Design a durable self-cleaning primary intake screen system within the irrigation pond.
1.8. Design a pond water quality system to reduce algae and sludge via any type of aeration.
1.9. HVAC: Design an automated heating and cooling system to prevent freeze damage and heat related issues. This design should prevent any hazardous confined space air quality conditions.

2. **Electrical and Controls (SCADA) Design:**
   2.1. Design a new electrical service panel, motor control centers (MCCs), and backup power generator hookups.
   2.2. Develop a modern SCADA and PLC control loop to monitor pond levels, discharge pressure, flow rates, and filter backwash cycles remotely. Include a PLC cabinet temperature sensor integrated into Watervision software.
   2.3. Include a water metering system that can report data via radio and integrate with the city Sensus meter system.
   2.4. Due to recent targeting of water related systems by foreign entities, recommend cyber security methods of the associated SCADA.
3. **Structural and Site Civil Design:**
   3.1. Design repairs or expansions for the concrete wet well, intake trash racks, and the pump enclosure building. Ensure the structure design allows for direct vertical removal of pumps and pump components as well as access for vac trucks to clean the wet well.
   3.2. Create site grading, drainage, and erosion control plans to prevent stormwater runoff from entering the pond.
4. **Security:**
   4.1. Design physical security measures to protect this structure such as quality locks, security lighting, and security cameras.
5. **Miscellaneous Design Considerations:**
   5.1. The City's preference is to utilize Watertronics software and equipment where possible, as that is what the newer stations use.
   5.2. Utilize Watertronics Electronic Butterfly Valve (EBV) setups.

5.3. Watervision to be specified, installed, and integrated into the city cloud network.

6. **Design Deliverables Schedule:**
   6.1. **30% Submittal:** Conceptual layouts, hydraulic design criteria, major equipment sizing options, and a high-level Opinion of Probable Cost (OPC).
   6.2. **60% Submittal:** Preliminary plan sheets, structural details, electrical one-line diagrams, and an updated OPC.
   6.3. **90% Submittal:** Pre-final drawings, comprehensive technical specifications, and final OPC.
   6.4. **100% / Final Submittal:** Sealed, stamped construction-ready plans and bidding documents.

Construction Procurement and Support

1. **Bidding Assistance:** Respond to bidder Requests for Information (RFIs), issue addenda, and review contractor bids to provide a formal award recommendation.
2. **Conformance Review:** Review of contractor submittals, shop drawings, and equipment lead times to ensure alignment with design specifications.
3. **Field Engineering:** Conduct periodic on-site inspections, review construction milestones, and issue clarification drawings.
4. **Project Closeout:** Witness final system startup, review testing/commissioning data, deliver certified As-Built Record Drawings alongside comprehensive Operations and Maintenance (O&M) manuals, and provide hands-on training to operators.

EXHIBIT C – Non-Collusion Affidavit
RFP#FY26-015 — NON-POTABLE PUMP STATION REHABILITATION

STATE OF _____)) ss. COUNTY OF _____)

The undersigned, being first duly sworn, deposes and states:

1. I am the _____ (owner, partner, officer, representative, or agent) of _____ (the "Proposer"), the Proposer that has submitted the attached proposal in response to RFP#FY26-015.
2. I am fully informed regarding the preparation and contents of the attached proposal and of all pertinent circumstances respecting it, and I am authorized to make this affidavit on behalf of the Proposer.
3. The attached proposal is genuine and is not collusive or a sham.
4. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including the undersigned, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other proposer, firm, or person:

    a. to submit a collusive or sham proposal in connection with the contract for which the attached proposal has been submitted;

    b. to refrain from submitting a proposal in connection with that contract;

    c. to fix any price or prices in the attached proposal or in the proposal of any other proposer;

    d. to fix any overhead, profit, or cost element of the proposed price or of the proposed price of any other proposer; or

    e. to secure, through any collusion, conspiracy, connivance, or unlawful agreement, any advantage against the City of Evans or any person interested in the proposed contract.
5. The price(s) and fee terms quoted in the attached proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest.

Signed: _____
Title: _____

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

_____
Notary Public
My Commission expires: _____

Exhibit D – Proposal and Commitment Form

Project: Non-Potable Pump Station Rehabilitation (RFP#FY26-015)

Proposal of _____ ("Firm"), a _____* organized and existing under the laws of the State of _____, submitted to the City of Evans, Colorado ("City").

1. **Offer.** The Firm proposes to perform all services for the Non-Potable Pump Station Rehabilitation in strict accordance with the requirements of this RFP and the resulting Professional Services Agreement, within the time set forth therein, for the not-to-exceed fee set out in the Firm's fee proposal submitted with this response. The Firm's fee proposal is incorporated into and made part of this form by reference.

2. **Fee inclusive of taxes and costs.** The not-to-exceed fee stated in the Firm's fee proposal includes all applicable taxes, fees, and expenses, and all subconsultant costs.

3. **Independent proposal.** This proposal, including its pricing, has been arrived at independently and without consultation, communication, or agreement with any other proposer or competitor as to any matter relating to this proposal.

4. **Addenda.** The Firm acknowledges receipt of the following addenda: _____ (list by number; write "None" if none).

5. **Authority.** The undersigned is authorized to submit this proposal and to bind the Firm to the fee and terms stated in the Firm's response.

Firm: _____

By (signature): _____

Name / Title: _____

Date: _____

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

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

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

RECITALS:

A. The City requires professional services for the **Non-Potable Pump Station Rehabilitation Design Project** hereinafter referred to as "Project").

B. Consultant has held itself out to the City as having the requisite qualifications 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 and payment to the Consultant by the City. Consultant shall retain all right, title, and interest in and to any pre-existing materials, methodologies, software, tools, templates, standards, designs, details, calculations, know-how, intellectual property, and other works developed, owned, or licensed by Consultant

prior to or independently of this Agreement. Nothing in this Agreement shall be construed to transfer ownership of such materials to the City. To the extent any such materials are incorporated into the documents prepared for the Project, the City is granted a nonexclusive license to use those materials solely in connection with the Project. 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 ($XXXXXXXX.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 VI, 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. 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 third-party claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from negligent acts, errors, or omissions of 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 negligence of the City's mayor and City council, officials, officers, directors, agents and employees. The City agrees that to the extent defense coverage is available under any applicable insurance policy maintained by the Consultant, and such policy provides a defense to additional insureds, the City shall be entitled to such defense as an additional insured under the policy, in accordance with the terms, conditions and limitations of said policy, which shall satisfy any defense obligation as identified in this for all reasonable defense costs, in the proportion of liability assigned to the Consultant in (a) a final, non-appealable judgment, or (b) a written settlement agreement executed by the parties.

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, to the extent such risks are covered under commercially available insurance policies. 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, to the extent such risks are covered under commercially available insurance policies. 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 coverage, 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 Five Hundred Five Thousand Dollars ($505,000) per person and One Million Four Hundred Twenty-One Thousand Dollars ($1,421,000) 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, including Exhibits A and B, is the entire agreement between the City and Consultant. It supersedes all prior oral and written communications relating to the Project.

[Reserved — Document Precedence. The order of precedence among the Agreement and its exhibits will be established in the executed Agreement. Where the City and the selected firm agree on a final negotiated scope document, that Scope Document (Exhibit A) will control over the RFP packet and any other reference exhibit, which are retained as documentation of process.]

This Agreement may be amended only by a written instrument executed by the City and Consultant, as provided in Section VI.

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: VENDOR 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:_____
Mark C. Clark, Evans Mayor

ATTEST:

_____
Kimberly Johnson, Deputy City Clerk

APPROVED AS TO FORM:

_____
Ed Bull, City Attorney

APPROVED AS TO SUBSTANCE:

_____
Cody R. Sims, City Manager

CONSULTANT

By: _____

Full Name:_____

Title: _____