



RFP#FY25-004

Hunters Reserve Construction Management and Inspection Services

March 7, 2025

Tentative Schedule

Solicitation Advertised	March 7, 2025
Mandatory Pre-Bid Meeting	March 21, 2025
Questions Due	March 26, 2025
Answers Posted to BidNet	March 28, 2025
Solicitation Close	April 4, 2025
Submission Evaluation	April 7, 2025
Notice of Award	April 8, 2025
City Council Review of Contract	April 15, 2025
Notice to Proceed	April 21, 2025
Pre-Con Meeting	April 22, 2025
Project Completion	August 15, 2025



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1.1 ADVERTISEMENT FOR PROPOSALS

The City of Evans, Colorado will receive electronic bids for the following project:

Hunters Reserve Project Construction Management and Inspection Services

This project is self-funded by the City and will not be utilizing any State of Colorado or Federal funding.

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

Questions concerning the scope of the solicitation should be emailed to Andy Vowell at: avowell@evanscolorado.gov. Vendors are strongly encouraged to 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. Proposals 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 proposal 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. 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

1.2 INFORMATION FOR BIDDERS

1.2.1 OWNER

The OWNER of this project is the City of Evans, 1100 37th Street, Evans, Colorado 80620; phone number (970) 475-1113 and fax number (970) 330-3472. The City of Evans is tax-exempt and a copy of the exemption certificate has been included in Exhibit D, below.

1.2.2 ENGINEER and CITY PROJECT MANAGER

The City Engineer is **Mazedur Hossain**, phone number **(970) 702-8534**. The City of Evans Project Manager is **Efren Rodriguez**, phone number **(970) 475-1180**.

1.2.3 BID SUBMITTAL AND FORMAT

Bids will be submitted electronically on BidNet (<http://bidnetdirect.com>) by **1700 Hours** on **April 4, 2025**.

Registration with BidNet is free, if you run into technical difficulties, please reach out to BidNet's customer service as the City does not have the ability to troubleshoot issues. All submitted documents will be time-stamped upon submission. Consultants are solely responsible for confirming successful and complete document submission. Any proposals received after the deadline will be rejected.

All proposals submitted shall become the property of the City of Evans and will become public record. Please include your firm name or abbreviation in the file name of all proposal documents. Please keep file names as short as reasonably possible.

The Consultant's proposal must include a scope of services which the Consultant believes is appropriate to achieve the purposes of the project. **The proposal shall include the following items to be considered a qualified submission:**

- A. Cover letter indicating interest in submitting a proposal
- B. Completed forms **1.5.1 (Non-Collusion Statement)** and **1.5.2 (Bid Proposal)**
- C. Detailed project approach: The Consultant must comment on the elements included in their proposed scope of services including but not limited to; cost estimating, value engineering, life cycle cost analysis, energy conservation and energy budgeting, specification writing/coordination experience, resolving contractor claims and disputes, etc....
- D. A brief summary of the personnel who will most likely be working on the project; their past experience in similar projects, professional status, education, etc...
- E. Detailed description of effort and list of deliverables to be provided
- F. Fee: The Consultant shall complete a fee proposal for each listed section of the

project. Scope items recommended by the Consultant should be listed with applicable fees.

- G. Project Schedule: The Consultant shall provide a narrative description in the proposal that will show the project schedule from selection of the Consultant, through project completion. Specifically, the Consultant will indicate their requirements in calendar days to complete the project.
- H. The narrative description shall specifically describe how the Consultant will meet the project deadlines. Although they are beyond their control, the Consultant shall also include and state assumptions concerning City review time in their proposal.
- I. The Consultant shall provide references from at least three (3) projects from at least two (2) different clients.
- J. Standard Contract: The Consultant shall review the standard Professional Services 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.

1.2.4 INFORMALITIES

The CITY may waive any informalities, minor defects, or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. In the event of strikes, wars, acts of God or other good cause as determined by the City Manager, bid openings may be extended for a reasonable time not to exceed thirty (30) calendar days. No bidder may withdraw a bid within 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the CITY and the bidder.

1.2.5 CONDITIONS OF WORK

Bidders must satisfy themselves of the accuracy of the estimated quantities in the Bid Schedule by examination of the site. After bids have been submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities of work or of the nature of the work to be done.

The CITY shall provide to any and all bidders, prior to bidding, all information that is pertinent to and delineates and describes the land owned and rights-of-way acquired upon request.

The Contract Documents contain the provisions required for the construction of the project. Information otherwise obtained from an officer, agent or employee of the CITY or any other person shall not affect the risks or obligations assumed by the CONSULTANT or relieve them from fulfilling any of the conditions of the contract.

1.2.6 MANDATORY PRE-BID MEETING

Please paste this link in your browser to attend the pre-bid meeting via Microsoft Teams on March 21,2025:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_MDA1YTViNDktZDY1MS00MjZmLWJjYjMtNDE4OGI1Zjk5ZjQ0%40thread.v2/0?context=%7b%22Tid%22%3a%22e97fcc68-4145-4755-b84b-f31e1eea69a4%22%2c%22Oid%22%3a%22e9a348c6-c706-42c9-9810-b22be862b464%22%7d

Meeting ID: 269 044 529 183

Passcode: nn658uv6

1.2.7 PROJECT SCHEDULE (Tentative)

- | | |
|-----------------------------------|-----------------|
| • Advertise Date | March 7, 2025 |
| • Mandatory Pre-Bid Meeting | March 21, 2025 |
| • Question Deadline | March 26,2025 |
| • Answers Posted to Bidnet | March 28, 2025 |
| • Submission Deadline (1700 hrs.) | April 4, 2025 |
| • Notice of Award (tentative) | April 8, 2025 |
| • City Council Approval | April 15, 2025 |
| • Notice to Proceed | April 21, 2025 |
| • Pre-Construction Meeting | April 22, 2025 |
| • Project Completion | August 15, 2025 |

1.2.8 FEE PROPOSAL

The fee shall be based upon man-hour estimates and upon average hourly rates for the employee classifications anticipated, including a not-to-exceed maximum total for each phase of the project. Sub-consultant reimbursements shall also be included, as well as direct costs.

A tentative overall project schedule and construction plans are provided in Exhibit B, below. The CITY reserves the right to amend a project schedule at any time.

1.3 AWARD OF CONTRACT

The party to whom the contract is awarded will be required to execute the Agreement and obtain the Certificates of Insurance within ten (10) calendar days from the date when Notice of Award is delivered to the bidder. The Notice of Award shall be accompanied by the necessary Agreement. In case of failure of the bidder to execute the Agreement and to furnish said Certificates, the CITY may at its option, consider the bidder in default. The CITY will be entitled to such other rights as may be granted by law.

The CITY within ten (10) days of receipt of acceptable Certificates of Insurance and Agreement signed by the party to whom the Agreement was awarded, shall sign the Agreement and return to such party an executed duplicate of the Agreement. Should the CITY not execute the Agreement within such period, the bidder may, by written notice, withdraw their signed Agreement. Such notice of withdrawal shall be effective upon receipt of the notice by the CITY.

The Notice to Proceed shall be issued within ten (10) days of the execution of the Agreement by the CITY or as otherwise stated. Should there be reasons why the Notice to Proceed cannot

be issued within such period; the time may be extended by mutual agreement between the CITY and the CONSULTANT. If the Notice to Proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the CONSULTANT may terminate the Agreement without further liability on the part of either party.

The CITY may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the CITY all such information and data for this purpose as the CITY may request. The CITY reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the CITY that such bidder is qualified to carry out the obligations of the Agreement and to complete the work contemplated therein. The CITY reserves the right to reject any conditional or qualified bid.

The CONSULTANT shall commence work in accordance with the dates inserted in the Notice to Proceed issued by the CITY to the CONSULTANT and shall complete the work as specified, within the time specified in the contract. In the event no written Notice to Proceed is issued by the CITY, the contract time as specified in the contract shall be counted from the first day of actual work on the project. All work shall be performed (was prosecuted) in an orderly and diligent manner. The CONSULTANT shall cooperate with, and conform to, the request of the CITY to expedite particular portions of the work or to suspend or transfer its operations on any portion of the work where such alteration of the CONSULTANT's operations is deemed advisable by the CITY.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout.

Each bidder is responsible for inspecting the site and informing themselves of the conditions under which the work is to be performed and for reading and being thoroughly familiar with the contract documents. The bidder's inspection shall cover the ground structure, obstacles which may be encountered, location of water tables, and other matters relevant to the work both above and below ground. Where test boring logs, indicating underground conditions, are shown on the drawings, this data is for the bidder's information and to reflect the conditions observed at the time and place of drilling. Neither the CITY nor the ENGINEER shall be held responsible for any variance or deviation from the data shown on the drawings, as encountered during actual construction. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to their bid. The successful bidder will not be allowed any extra compensation in the form of contract price or time by any matter or thing on which he could have fully informed the CITY of prior to the bidding.

The low bidder shall supply the names and addresses of major material suppliers and subcontractors when requested to do so by the CITY.

The OWNER reserves the right to reject any or all bids and to pass upon the regularity or waive any irregularities of the bidders.

The CONSULTANT'S proposal considered for award shall be the lowest qualified and responsible submission as deemed by the selection committee to be in the best interest of the CITY.

Portions of any project may have been termed "Alternates or Contingent" and the OWNER reserves the right to include or remove any or all of these Alternates from the Contract at their

sole option or discretion.

1.3.1 CONSIDERATION OF PROPOSALS

After the proposals are opened and read, they will be compared on the basis of the summation of the services proposed and the costs associated with facilitating those services. The results of such comparisons will be made available to the public. In the event of a discrepancy between unit bid prices and extensions, the unit bid price shall govern.

The right is reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the awarding authority the best interests of the CITY will be promoted thereby.

1.3.2 SELECTION CRITERIA AND METHOD

Submissions will be reviewed and evaluated by a CITY designated committee using the following criteria.

- A. Scope and Project Approach (45 points)
 - a. Familiarity with project area and project (5 points)
 - b. Description of quality assurance and quality control program (10 points)
 - c. Understanding of project requirements (15 points)
 - d. Description of plan to complete the project with success in mind (15 points)
- B. Company and Project Personnel (40 points)
 - a. Firm related project experience (10 points)
 - b. Firm proximity and availability (10 points)
 - c. Qualifications of assigned personnel and their experience with similar projects (10 points)
 - d. Previous experience in Evans (5 points)
 - e. Provide a minimum of three (3) similar project references from at least two (2) separate clients (5 points)
- C. Schedule (5 points)
 - a. Provided project schedule must demonstrate firm's ability to meet schedule
- D. Fee (10 points)
 - a. Proposals will be ranked by fee after completion of the review of the other review criteria
 - b. The overall score of the proposals will include the fee score

1.3.3 AWARD OF CONTRACT

The award of contract, if it is awarded, will be made within 60 calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified, by email, that their bid has been accepted and that they have been awarded the contract.

1.3.4 CANCELLATION OF AWARD

The CITY reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the CITY.

1.3.5 EXECUTION AND APPROVAL OF CONTRACT

The Contract shall be signed by the successful bidder and returned, together with requisite Certificates of Insurance as outlined in the Professional Services Agreement. All documents will be executed in triplicate and shall be submitted to the CITY within 10 calendar days after the date of award. If the signed Contract and Certificates of Insurance is returned by the successful bidder within 10 calendar days after award and if the Contract is not executed by the CITY within 60 days from date of award, the bidder shall have the right to withdraw its bid without penalty. No Contract shall be considered effective until it has been fully executed by all of the parties thereto.

1.3.6 FAILURE TO EXECUTE CONTRACT

Failure to execute the Contract and file acceptable insurance within 10 calendar days after the date of award shall be just cause for the cancellation of the award and the forfeiture of the proposal guaranty which shall become the property of the CITY. The CITY may elect to waive forfeiture of the proposal guaranty only if it is determined that the bidder has made a good faith remedial error and that no damages were sustained by the CITY as a result of the failure by the successful bidder to execute the contract and file acceptable bonds within the time prescribed. Award may then be made to the next lowest responsible bidder, or the work may be re-advertised and constructed under contract or otherwise, as the CITY may decide.

1.4 THE CONTRACT: FOLLOWING EXECUTION

1.4.1 MATERIALS

Unless otherwise stipulated, the CONSULTANT shall provide and pay for all materials, labor, water, tools, equipment, light power, transportation, and other facilities necessary for the execution and completion of the work. The CONSULTANT shall furnish satisfactory evidence as to the kind and quality of materials.

1.4.2 PROGRESS SCHEDULE

The CONTRACTOR shall submit, at such times as may reasonably be requested by the ENGINEER or CITY PROJECT MANAGER, schedules which shall show the order in which he proposes to carry on the work, with dates at which the CONTRACTOR will start the several parts of the work, and estimated dates of completion of the several parts. The Special Conditions or Drawings may require that certain phases or parts of the work be completed first or in a certain order. If the CONTRACTOR elects to use PERT or CPM charts, CONTRACTOR shall furnish copies of them and all revisions thereto or amendments thereto as the work progresses to the ENGINEER or CITY PROJECT MANAGER upon request.

1.4.3 ASSIGNMENT OF CONTRACT

No assignment by the CONSULTANT of this contract or any part thereof or of the funds to be received thereunder by the CONSULTANT will be recognized unless such assignment has had the written approval of the CITY. Such written approval by the CITY shall not relieve the CONSULTANT of the obligations incurred by them under the terms of this contract. In addition to the usual recitals in assignment contracts, the following language must be set forth:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

1.4.4 SUBLETTING OF CONTRACT

The CONSULTANT shall as soon as practical after signing the contract, notify the ENGINEER in writing, giving the names and qualifications of all subcontractors proposed for work and shall not employ any that the ENGINEER may within a reasonable time object to. The CONSULTANT will not be allowed to subcontract more than fifty percent (50%) of the total monetary value of the contract without prior approval of the OWNER. The CONSULTANT shall notify the ENGINEER of each subcontract he awards, giving:

- A. Name, address, and telephone number of the subcontractor
- B. Branch of work covered
- C. Total price of subcontract
- D. Date of subcontract

Subcontractors, before commencing work, must file with the ENGINEER satisfactory certificates in duplicate showing insurance coverage. Failure of the subcontractor to provide such certificates shall not relieve the CONSULTANT of its obligation to insure and to hold the CITY harmless. Subcontractors shall also file with the ENGINEER copies of applicable permits and licenses required to do the subcontracted work.

1.4.5 OTHER CONTRACTS

The CITY may award other contracts for additional work, and the CONSULTANT shall fully cooperate with such other contractors and carefully fit its own work to that provided under the other contracts as may be directed by the ENGINEER. The CONSULTANT shall not commit or permit any act that will interfere with the performance of work by any other contractor.

1.5.2 BID PROPOSAL

Hunters Reserve Project Construction Management and Inspection Services

Proposal 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 **Hunters Reserve Project Construction Management and Inspection Services**

in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

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

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions in Exhibit B, below. Bidder acknowledges receipt of the following Addendum:

The bid shall include all applicable taxes and fees.

The bidder agrees to perform all work described in the contract documents in accordance with the attached Scope of Services shown in Exhibit A and tentative solicitation and construction schedule in Exhibit B.

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

1.5.3 FEE SCHEDULE

**This page was left intentionally blank.
Please remove and insert the fee schedule table page.**

1.5.4 NOTICE OF AWARD

TO:

PROJECT DESCRIPTION: **Hunters Reserve Construction Management and Inspection Services**

The CITY, represented by the undersigned, has considered the bid submitted by you for the above-described work in response to its Advertisement for Bids dated **March 7, 2025**.

You are hereby notified that your bid has been accepted for **Hunters Reserve Construction Management and Inspection Services** in the amount of **{Bid Amount}**.

You are required by the Information for Bidders to execute the Agreement and furnish the required Certificates of Insurance within ten (10) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said certificates within ten (10) days from the date of this Notice, said CITY will be entitled to consider all your rights arising out of the CITY's acceptance of your bid as abandoned. The CITY will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to the CITY.

Dated this _____ day of _____, 20_____.

The City of Evans

By: _____
Efren Rodriguez, City Parks Superintendent

1.5.5 ACCEPTANCE OF NOTICE

Receipt of the above Notice of Award is hereby acknowledged on this, the _____ day of _____, 20_____.

By: _____

Title: _____

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (circular 570 as amended) and be authorized to transact business in the State of Colorado.

1.5.6 AGREEMENT

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

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

RECITALS:

A. The City requires professional services for the **Hunters Reserve Construction Management and Inspection Services**, 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 **FILL IN WRITTEN AMOUNT HERE (\$*****)**. 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 the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.
2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

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

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

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

V. COMMENCEMENT AND COMPLETION OF SERVICES

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

VI. CHANGES IN SCOPE OF SERVICES

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum meruit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

VII. PROFESSIONAL RESPONSIBILITY

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

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

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his

designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

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

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

VIII. COMPLIANCE WITH LAW

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

IX. INDEMNIFICATION

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 City Council, subject to annual appropriation, and subject to agreed-upon unit 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 Contractor 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 **Exhibits A-B** 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: **FILL IN NAME AND ADDRESS**

XX. EFFECTIVE DATE AND EXECUTION

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically,

each of which shall be considered an original, but all of which together shall constitute one instrument.

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

CITY OF EVANS, COLORADO

By: _____
Mark C. Clark, Mayor

ATTEST:

Julie Barnett, City Clerk

APPROVED AS TO FORM:

Drew Lyman, City Attorney

APPROVED AS TO CONTENT:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

1.5.7 NOTICE TO PROCEED

TO:

DATE: _____

Project: **Hunters Reserve Construction Management and Inspection Services**

You are hereby notified to commence work in accordance with the Agreement dated **{Agreement Date}**, on or before **April 22, 2025**, and you are to complete the work within **83** consecutive working days thereafter. The date of completion of all work is therefore **August 15, 2025**.

THE CITY OF EVANS

By: _____
Efren Rodriguez, City Parks Superintendent

1.5.8 ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by:

this the _____ day of _____, 20____.

By: _____

Title: _____

1.5.9 CHANGE ORDER

CHANGE ORDER NO.: _____
DATE: _____

PROJECT: **Hunters Reserve Project Construction Management and Inspection Services**

TO (CONSULTANT): _____
JUSTIFICATION: _____

You are directed to make the following changes in the work. All other terms and conditions of the contract not expressly modified hereby shall remain in full force and effect.

ITEM NO.	DESCRIPTION	EST. QTY.	UNIT	UNIT COST	AMOUNT
	The original contract sum was			\$	_____
	Net change by previous change orders			\$	_____
	The contract sum prior to this Change Order was			\$	_____
	The contract sum will be (increased) (decreased) or (unchanged) by this Change Order			\$	_____
	The contract sum including this Change Order will be			\$	_____
	The new contract time will be (increased) (decreased) or (unchanged) by () days.				

The date of completion as of the date of this Change Order is therefore

ACCEPTED BY:

ORDERED BY:

Contractor

The City of Evans
1100 37th Street
Evans, CO 80620

Address

By: _____

By: _____

Date: _____

Date: _____

1.6.1 Exhibit A

Scope of Requested Services

GOALS FOR CONSTRUCTION MANAGER (CM)

- To participate as a responsible, cooperative, and contributing member of the design and construction team.
- To manage and complete the project within the defined schedule and approved budget following the Federally funded guidelines outlined in the Local Agency Manual in the state of Colorado and in the City of Evans Engineering Standards and specs.
- To act in the best interests of the City of Evans and the Colorado State Department of Transportation for the efficient and timely completion of the project.

CONSTRUCTION MANAGER (CM) DEFINITION

A Construction Manager means a qualified and experienced contracting organization that provides the services of construction management, inspection and possesses a general trades workforce, staff and equipment, financial base, insurance coverage, a minimum of five (5) years of construction management experience on projects of \$2,000,000 or more, and the ability to provide the services required.

CM QUALIFICATIONS

- Knowledgeable of current applicable statutes, regulations, and codes related to Federally and non-Federally Funded projects (roadways, utilities, etc.) in the state of Colorado.
- Knowledgeable of current construction management contract requirements for the Federally and non-Federally funded projects (roadways, utilities, etc.) in the state of Colorado.
- Ability to list successful completion of construction management services for the Federally and non-Federally projects (in the state of Colorado) within the last five (five) years for work of a comparable nature;
- Ability to provide experienced office (design, utility and R/W) and field staff for day-to-day construction inspection and management. Both the Project Manager and the Field Superintendent shall exhibit a minimum of four (4) years' experience on similar size and types of projects.

- Ability to lead and manage construction process (i.e., *supervise construction, review contractor's schedule, maintain diaries and time count reports, monitor construction/civil rights compliance, ongoing oversight of DBE participation, material testing, perform/monitor surveying and monumentation, pay documentation, force account work and change orders, prepare progress reports, reimbursement requests, and financial status, perform traffic control inspections, resolve contractor claims and disputes*) following the City of Evans Engineering Standards, specs, industry standard best practices, and, if applicable CDOT guidelines for federally funded projects.
- Ability to provide expertise in the services of conceptual estimating and budget control, constructability reviews, contractibility reviews, and value engineering including life cycle costing analysis.
- Ability to prepare and maintain critical path method (CPM) or bar chart project schedules and update project schedules, as needed.
- Ability to prepare and submit for approval, to Owner, all required documents in proper form and in a timely manner.

PRE CONSTRUCTION PHASE SERVICES REQUIRED

The CM shall provide pre-construction phase services (as needed) as stated in the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSULTANT, including, but not limited to, the following: The scope of pre-construction phase services may vary from project to project.

- Identify project scope and construction budget.
- Participate and assist in program/planning meetings.
- Prepare and maintain CPM or bar chart schedules which include each phase of pre-construction and construction; and, which show milestone dates for each phase of the project. Coordinate schedule generation with Owner (City of Evans) and CDOT/other external stakeholders as appropriate.
- Provide dependable conceptual estimates from Schematic Design drawings and detailed estimates from Design Development drawings and from 50% completed Construction Documents.
- Provide constructability and contractibility reviews at each phase (i.e., FIR, FOR and ad ready final design) of design.
- Conduct a value engineering review, including Life Cycle Cost evaluations, for alternate materials and systems prior to the beginning of the Construction Documents phase.

- Coordinate materials ordering and delivery, including long lead materials to minimize construction delay.
- Provide assistance, lead and recommendations to the Owner for obtaining any necessary specialty professional services or studies, if required.
- Provide assistance, lead utility and R/W coordination as needed.
- Assist the Owner in obtaining appropriate permits and approvals from the CDOT and other applicable agencies at each phase of design (FIR, FOR, and Ad-ready final design).
- Assist the Owner in obtaining required permits coordinating with CDOT and other applicable external stakeholders.
- Review design documents for clarity and completeness and make appropriate recommendations.
- Provide assistance and/or lead receiving concurrence to advertise following CDOT's guidelines for the federally funded projects and City of Evans's Engineering standards and specs for the locally funded projects.
- Provide the proper construction management language for contract documents and bid packages.
- Separate construction work into appropriate bid packages, done in such a manner that all work categories can be bid using a single compiled set of Construction Documents.
- Prepare bid documents and forms and distribute to potential bidders.
- Review qualifications of potential bidders, generate interest, advertise, and solicit competitive bids for the Owner.
- Conduct pre-bid conference and assist in pre-construction meetings.
- Conduct public bid openings. Assist in reviewing and evaluating bids and in making recommendations to the Owner.

CONSTRUCTION PHASE SERVICES REQUIRED

Construction and contracting includes the activities from contractor mobilization through project closure. The scope of construction phase services (following CDOT guidelines for the federally funded projects) may vary from project to project. The CM shall provide construction phase services as stated in the STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR, including, but not limited to, the following:

- **Supervise construction:**

- Maintain full time on-site construction supervision by assigning appropriate staff to provide daily inspections, quality control, monitoring, coordination of the various trades, provide record drawings, and provide a daily work log.
- Conduct weekly or monthly or quarterly job progress meetings following a CM generated agenda with the contractor, internal and other external stakeholders and all trades, and follow-up with distribution of minutes to all parties as appropriate.
- The supervision responsibilities also include, but not be limited the followings:
 - Supervising Agency Requirements
 - Job Site Posters
 - Buy America Field Compliance, if applicable
 - Job Site Posters Compliance
 - Job Site Worker Safety
 - Contractor Payroll Submittals and Statements of Compliance
- **Review contractor's schedule:**
 - Conduct a minimum of bi-monthly on-site meetings to review safety and to ensure schedule conformance as related to delivery schedules. Provide a plan of maintaining the original completion date with CPM scheduling updates to all parties.
- **Maintain diaries and time count reports:**
 - The CM will lead or oversee to keep daily diaries of all activities on the project using the CDOT Form 262 or 263 as appropriate or other appropriate forms following the best industry practices.
 - Coordinate internal review, appropriate approval, concurrence and coordinate with City of Evans and CDOT when applicable for State and Federally funded projects.
- **Monitor construction/civil rights compliance**
 - The CM will be responsible for monitoring the contractor's day-to-day conformity to EEO, Title VI and labor compliance contract requirements as appropriate.
- **Review and approve shop drawings**
 - Review shop drawings for conformance to construction documents and, if presentable, forward to the City engineer or Project Manager for review and approval.
- **Ongoing oversight of DBE participation**
 - The CM will be responsible for monitoring the day-to-day DBE participation (as determined by CDOT or local agency guidelines) and notifying the City project manager or City Engineer if it appears that a DBE is not performing in accordance with CDOT Form 1417: Approved DBE Participation Plan.
- **Material testing:**

- The CM will lead or coordinate with the materials testing consultant to fill out the CDOT form 250 or other forms following the best industry practices. In addition, CM will maintain other federal mandate guidelines such as Buy America and Manufactured products, as appropriate.
- **Perform/monitor surveying and monumentation:**
 - The CM will lead and coordinate with the contractor for the Construction survey in coordination with the direct supervision of a professional land surveyor, registered in the state of Colorado
 - Coordinate internal review, appropriate approval, concurrence as needed.
- **Pay documentation, force account work and change orders:**
 - The CM will lead and maintain written documentation to support all contractor payments. Compile payment requests, verify the correctness and forward to Project Manager or City Engineer for approval. CM to sign a cover sheet stating that the application has been reviewed and is recommended for payment.
 - Coordinate internal review, appropriate approval, concurrence as needed before forwarding it to CDOT or other external agencies for approval.
 - Review change order proposals to verify validity, purpose, and cost. Review with the CDOT project manager and Owner (City of Evans) and process change order requests as required. The CM will also maintain appropriate documents and coordinate with the City project manager or City Engineer for any change orders.
 - Coordinate internal review, appropriate approval, concurrence as needed before forwarding it to CDOT or other external agencies for approval.
- **Prepare progress reports, reimbursement requests, and financial status:**
 - The CM will prepare and submit in electronic format to the City project manager or City Engineer an update for every active construction project by the first of every month.
 - Provide Owner with a monthly analysis of all bid packages indicating the amount of contract completed and remaining, monies paid, retained, and owed.
 - The CM will also update the Owner about the financial status and inform ahead about the need for additional funds to complete the project.
- **Perform traffic control inspections:**
 - The CM will coordinate with the project manager or City Engineer for review and approval of all methods of handling traffic (MHT) prior to use.
- **Resolve contractor claims and disputes:**
 - The CM follows the claims procedure established and contained in the construction contract.
 - Coordinate internal review (Park's Warranty), appropriate approval, concurrence as needed before forwarding it to CDOT for approval if applicable.

The CM will also provide the following services as appropriate:

- Provide general safety signage and posting for the project and see that each Contractor prepares and submits an adequate safety program and monitoring throughout the project.
- Coordinate any training specified for the Owner's personnel in learning to operate equipment and systems.
- Monitor certificate of insurance for expiration from all contractors and confirm builder's risk policy.
- Lead and assist in conducting final inspections, approvals as appropriate.
- Assemble close-out documents required and forward them to the City project manager or City Engineer for approval (i.e., as-built documents, maintenance manuals, surety releases, keys, warranties, guarantees, record drawings, and lien waivers.)
- Coordinate with Park's warranty department to ensure appropriate warranty documents have been recorded.

1.6.2 EXHIBIT B

Solicitation through Construction Schedule

Hunters Reserve Construction Management and Inspection Services			
Bid / Construction Schedule			
Task	Start Date	Net Calendar Days	Net Work Days
Bid Stage			
Advertise	Friday, March 7, 2025		
Mandatory Pre-Bid	Friday, March 21, 2025	14	11
Question Deadline	Wednesday, March 26, 2025	19	14
Answers Posted to BidNet	Friday, March 28, 2025	21	16
Solicitation Close	Friday, April 4, 2025	28	21
Submission Evaluation	Monday, April 7, 2025	31	22
CC award	Tuesday, April 15, 2025	39	28
Construction Stage			
NTP	Monday, April 21, 2025		
Pre-Construction Meeting	Tuesday, April 22, 2025	1	2
Final Completion	Friday, August 15, 2025	116	83

Constructor's Estimated Timeline



1.6.3 Exhibit C

Construction Proposal

See additional documents on BidNet for Construction Proposal.

1.6.4 Exhibit D

City of Evans Tax Exemption Certificate

See additional documents on BidNet for City of Evans Tax Exempt Certificate.