



City of
Evans, Colorado

REQUEST FOR PROPOSALS
for
2012 COMBINED DESIGN PROJECTS

CITY OF EVANS, COLORADO

March, 2012

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I. INTRODUCTION

This Request for Proposal entails the consolidation of four design projects. The four projects are as follows:

- **37th Street Storm Drainage Imp. Phase 1 (Trinidad St. to Boulder St.)**
- **37th Street Storm Drainage Imp. Phase 2 (Boulder St. to Denver St.)**
- **37th Street Storm Drainage Imp. Phase 3 (Crossing Hwy 85)**
- **Evans Ditch - Ashcroft Draw Drop/Measurement Structure**

A. Project Descriptions

- **37th Street Storm Imp. Phase 1** – This project includes the design of a new large diameter stormwater conveyance pipe that will connect to an existing pipe network. It is anticipated that this future construction will take place in phases and the plans need to reflect that. This phase will extend the storm drainage system from Trinidad Street to Boulder Street. The length of Phase 1 is approximately 1,500 feet. The existing system that these improvements will tie into consists of 42 and 54 inch diameter pipe from Trinidad Street east to the South Platte River.
- **37th Street Storm Imp. Phase 2** – This project is the continuation of design of the above mentioned project between Boulder Street and Denver Street. This phase will involve crossing under the Union Pacific Railroad (UPRR). The UPRR is an elevated track which effectively cuts the 37th Street Basin into two sections (East and West).
- **37th Street Storm Imp. Phase 3** - This project is the continuation of design of the above mentioned projects but will incorporate crossing under US Hwy 85 and improvements to the overall drainage capabilities on the west side of the highway. There are also areas on both the northeast and northwest corners of the intersection of US Hwy 85 and 37th Street which are existing stormwater ponds. These ponds could potentially be utilized as staging ponds with some improvements. The existing pipes crossing under Hwy 85 are undersized and restrict stormwater conveyance.
- **Evans Ditch - Ashcroft Draw Drop/Measurement Structure** - This project involves the design of an irrigation ditch drop structure that will allow the Evans Ditch to be diverted or “dropped” into the Ashcroft Draw. This structure will have the capability of measuring the flows dropped from Evans Ditch to the South Platte River and the flows remaining in the Evans Ditch.

B. Project Objectives

- **37th Street Storm Imp. Phase 1** - The design should include any improvements which will maximize the amount of stormwater runoff that can be carried in this system. The goal for these improvements would be to allow the 100 year runoff for the 37th Street Basin to be contained/conveyed with minimal impact to private property, transportation systems, and other public utilities. These improvements could include but are not limited to: additional or improved street inlets, alternative pipe configurations, cross connections to other existing stormwater facilities in the area, handling utility crossing conflicts, etc.

- **37th Street Storm Imp. Phase 2** - This design should include all of the general requirements of Phase 1. This phase will need to meet the requirements put forth by the UPRR for pipes crossing beneath their tracks.
- **37th Street Storm Imp. Phase 3** - This design should include all of the general requirements of Phases 1 & 2. This phase will need to meet the requirements put forth by the Colorado Department of Transportation for pipes crossing beneath their roadways. This phase should also investigate any improvements that can be made within the 37th Street Basin upstream of the Hwy 85 crossing and the two potential staging ponds located on either side of Hwy 85.
- **Evans Ditch - Ashcroft Draw Drop/Measurement Structure** – The design should create a concrete structure which will allow flow from the Evans Ditch to be dropped from the ditch to the Ashcroft Draw and ultimately to the South Platte River. The structure should have the capability of measuring the flows that are dropped and those that remain within the ditch. The structure should also have the capability of being upgraded in the future to allow for automated adjustments and digital flow measurement recording.

II. REQUIRED QUALIFICATIONS

All firms submitting a proposal must be Professional Engineering firms, with at least one principal engineer a resident and registered Professional Engineer of the State of Colorado. 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 Owner's Project Manager is Cameron Parrott, P.E., City Engineer, or his designee.

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

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

- Detailed description of the project approach, specifically highlighting those portions of each project that will be critical to project success.
- Detailed description of the proposed schedule and how the schedule will be met.
- Project personnel experience.
- Ability to adhere to the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's proposal.
- Detailed description of deliverables.

- Project fee.

B. Important Items Schedule

- RFP issued May 24rd, 2012
- Proposals due at City Clerk’s Office at 5:00 p.m..... June 15th, 2012
- Review Team completes evaluation of proposals..... June 22nd, 2012 and meets (tentative)
- Interviews of short listed firms (if needed) (tentative).....June 26th & 27th, 2012
- Award of Contract by City Council (tentative).....July 3rd, 2012
- Negotiate Final Fees & Project Scopes (tentative)July 9th, 2012
- Notice to Proceed (tentative).....July 11th, 2012

IV. METHOD OF SUBMITTAL

Proposals shall be submitted in bound form, with five (5) identical copies each. All copies shall be submitted to:

**City Engineer
City of Evans
1100 37th Street
Evans, CO 80620**

RE: Proposal for Engineering Services for 2012 Combined Design Projects

Submittals must be received prior to 5:00 p.m., on Friday, June 15th, 2012.

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

V. FORM OF PROPOSAL

The Consultant's proposal must include a scope of services which the Consultant believes is appropriate to achieve the purposes of the projects. **Please limit proposals to 30 pages or less.**

The proposal shall include the following items:

- A.** Cover letter indicating interest in submitting a proposal.
- B.** Detailed Project Approach: The Consultant must comment on the elements included in their proposed scope of services. The selection team will review the Consultant's project approach to ascertain the Consultant's understanding of the project and issues, to assure that a proper effort will be devoted to the project, and to entertain the Consultant's special perspectives on approach, techniques, and work efforts.

- C. A brief summary of the personnel that will most likely be working on each project (past experience in similar projects, professional status, education, etc.)
- D. Detailed description and list of deliverables to be provided.
- E. Fee: The Fee Proposal shall correspond to Section VIII of this request for proposal. The Consultant shall complete a fee proposal for each listed project. Scope items recommended by the Consultant should be listed with applicable fees.
- F. Project Schedule: The Consultant shall provide a bar chart and narrative description in the proposal that will show the project schedule from selection of the Consultant, through project completion. Specifically, the Consultant will indicate his requirements in calendar days to complete the project. The project shall be completed during the 2012 calendar year unless extended by the city. The narrative description shall specifically describe how the Consultant will meet the project deadlines.

Although they are beyond his control, the Consultant shall also state in his proposal and incorporate into his project schedule, assumptions concerning City review time.

- G. The Consultants shall list five client references.
- H. Standard Contract. The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Evans Standard Contract." Specific statements must be made concerning contract issues. General statements such as ".. in general agrees with all of contractual provisions...", "... have identified some minor items to resolve...", "...do not anticipate any difficulty in negotiating these issues..." are not considered acceptable responses to paragraph V.H. 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.

It is recognized that some of this information has been previously conveyed in the Statement of Qualifications. In his proposal submittal, the Consultant may revise, amplify, or modify previously conveyed information as appropriate, but the proposal should be generally consistent with the Qualification Statement.

VI. SCOPE OF SERVICES

- A. The consultant shall provide a preliminary scope of work for each project listed in this request for proposal. This scope shall incorporate all items deemed necessary by the consultant to complete the project objectives listed in Section I. B. of this document.
- B. The consultant will be expected to provide a full range of services. The final scope of work will be determined between the selected consultant and the city.
- C. It is anticipated that progress meetings shall be held at a minimum of once a month.
- D. The City of Evans "Comprehensive Drainage Study, Volumes 1 & 2" and "Specifications for Street Design and Construction" and "Specifications for Water and Sanitary Sewer Systems" shall be used for all design work. All design work shall be consistent with the current CDOT, AASHTO, AWWA, and any other national guidelines or standards utilized for public works projects.

VII. MEETINGS AND DELIVERABLES

A. The Consultant should plan for, at a minimum, one progress meeting each month with City staff during the course of this project.

B. Deliverables

- Design considerations
- Preliminary design plans/memos
- Technical memorandums
- Full size construction plans capable of being reproduced at ½ size (11"x17") (Reproducible Mylar & Auto-CAD)
- Construction specifications (hard copy and Microsoft Word)
- A detailed engineer's estimate of construction costs

VIII. 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.

IX. SELECTION CRITERIA

A. Review and Assessment

Professional firms will be evaluated on the following criteria. These criteria will be the basis for the review of the written proposals and, if necessary, interview session (not anticipated).

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

Weighting Factor	Qualification	Standard
3.0	Scope of Proposal	Does the proposal show an understanding of the project objectives, methodology to be used and the results that are desired from this project?
2.0	Assigned Personnel	Do the people who will be working on the project have the necessary skills? Are sufficient people of the requisite skills assigned to the project?
1.0	Availability	Can the work be completed in a timely manner? Can target start and completion dates be achieved? Are other qualified personnel available to assist in meeting schedules if required? Is the team available to attend meetings as required by the scope of work?

1.0	Motivation	Is the firm interested and enthusiastic about working with the City of Evans? Does quality and attention to detail show up in their proposal and the questions they ask?
2.0	Firm Capability	Does the firm have the support capabilities the assigned personnel require? Has the firm done previous work of this nature with adequate results?
2.0	Cost & Work Hours	Do the proposed cost and work hours compare favorably with the available budget? Are the work hours presented reasonable for the effort required in each task or phase?

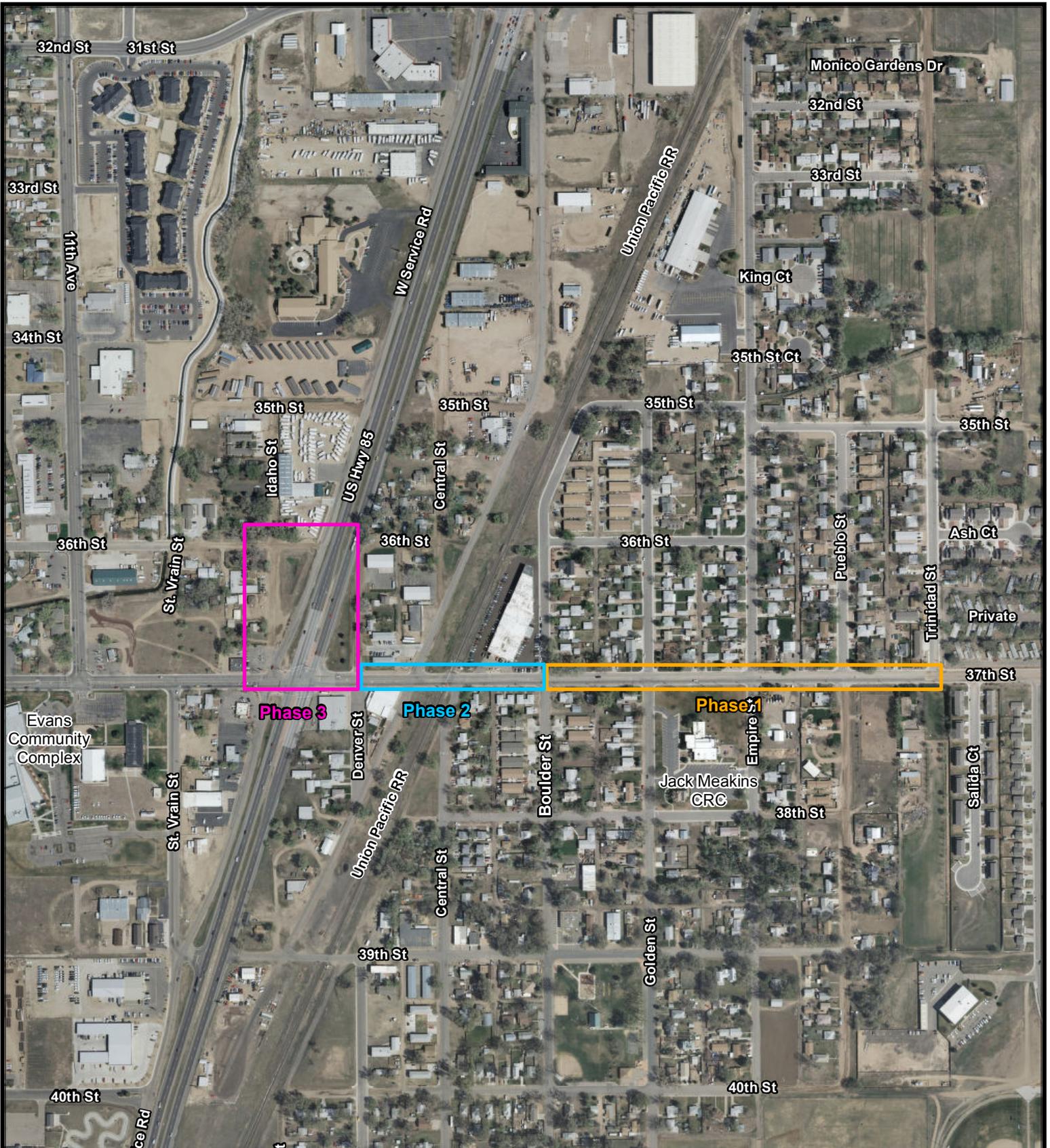
B. Reference Evaluation (Top Ranked Firm)

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

Qualification	Standard
Overall Performance	Would you hire this professional firm again? Did they show the skills required for this project?
Timetable	Was the original scope of work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the professional firm responsive to client needs? Did they anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original scope of work completed within the project budget?

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Legend

-  Phase 1
-  Phase 2
-  Phase 3

Vicinity Map
37th Street
Storm Drainage





Legend



Evans
City Limits



Project Site

Vicinity Map
Ashcroft Draw
Drop Structure



Existing Conditions of 37th Street Projects



Looking west at the intersection of 37th and Trinidad Streets. Existing storm sewer ends at Trinidad St.



Looking east at the intersection of 37th and Boulder Streets.



Looking west at the intersection of 37th and Boulder Streets. (Union Pacific Railroad in the background)



Looking east at the intersection of 37th and Denver Streets. (Car crossing UPRR tracks in background)



Looking west at the intersection of 37th and Denver Streets. (US Hwy 85 in the background)



Looking east at the intersection of 37th Street and US Hwy 85. (West Service Road also intersects here)

Existing Conditions of 37th Street Projects (Continued)



Northeast corner of 37th Street and US Hwy 85 (Approximately 0.4 acres). Denver Street runs along the eastern side of this pond.

Existing stormwater detention pond on the Northwest corner of 37th Street and US Hwy 85 (Approximately 0.3 acres). Idaho Street runs along the western side of this pond.



Looking north at the existing detention pond in the Northwest corner of 37th Street and US Hwy 85. The new trail was located to allow for increasing the size of the existing pond. The concrete structure surrounded by reflectors is the entry point for the existing pipe crossing US Hwy 85.

Existing Conditions of Ashcroft Draw Project



Looking west from bridge at point where the Evans Ditch enters two pipes crossing the Ashcroft Draw



Looking into the Evans Ditch in the area where the measurement/drop structure could be located



Looking northeast at the Evans Ditch entering the pipes crossing the Ashcroft Draw (attached to bridge)



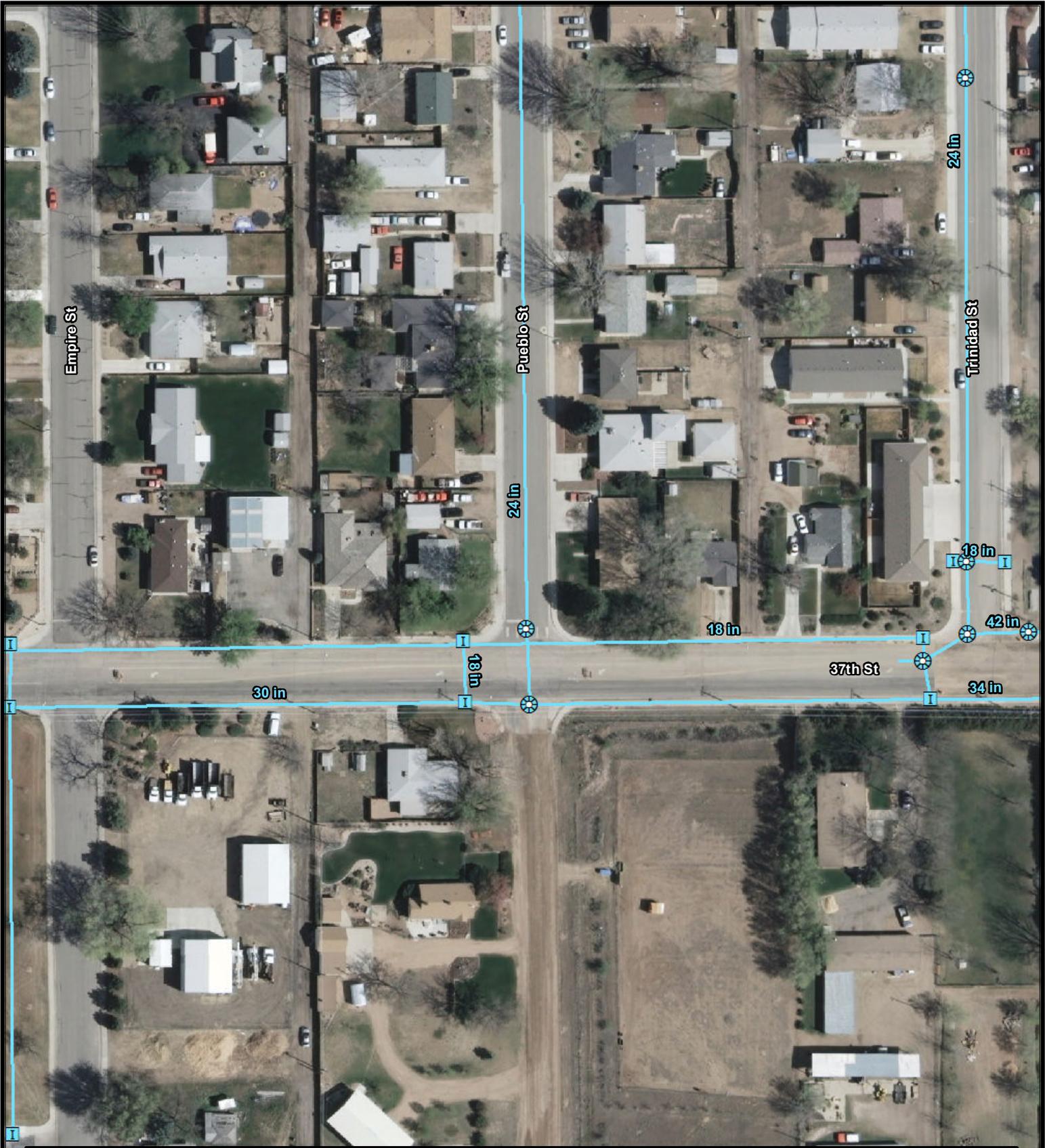
Looking south at the Ashcroft Draw compared to the headwall where the ditch enters the pipes



Looking south at the Ashcroft Draw from the bridge



Looking southwest at the Ashcroft Draw from the bridge



**Existing 37th Street
Storm Sewer
Empire St to
Trinidad St**

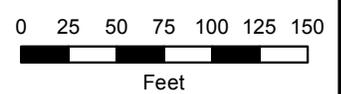
Legend

-  Inlet (Various)
-  Pond Inlet
-  Manhole
-  Outlet
-  Vault 15

-  Storm Sewer Line & Size
-  Detention Ponds



1:1200





**Existing 37th Street
Storm Sewer
Boulder St to
Empire St**

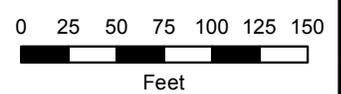
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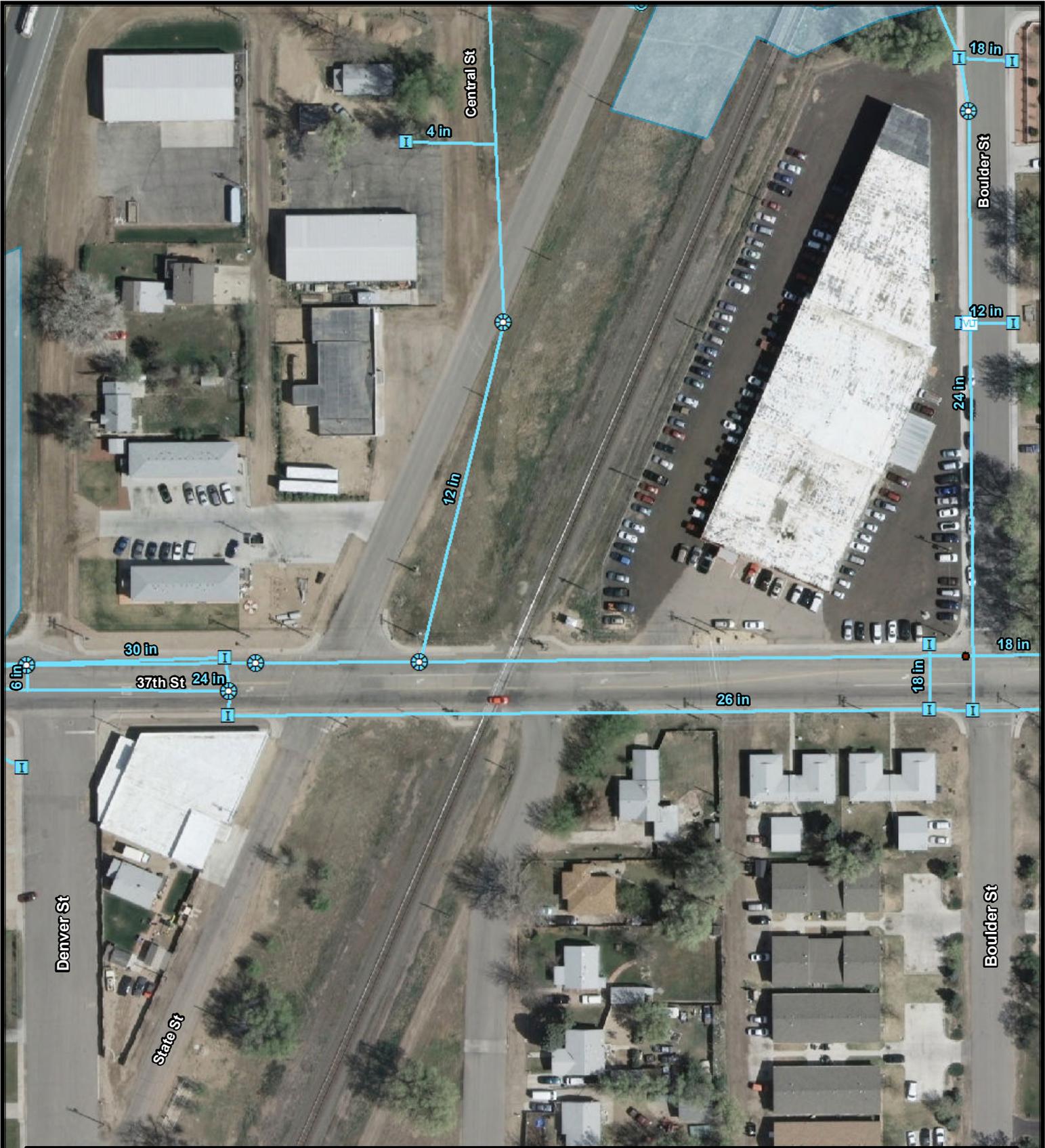
-  Inlet (Various)
-  Pond Inlet
-  Manhole
-  Outlet
-  Vault 16

-  Storm Sewer Line & Size
-  Detention Ponds



1:1200





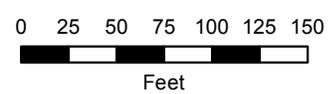
**Existing 37th Street
Storm Sewer
Denver St to
Boulder St**

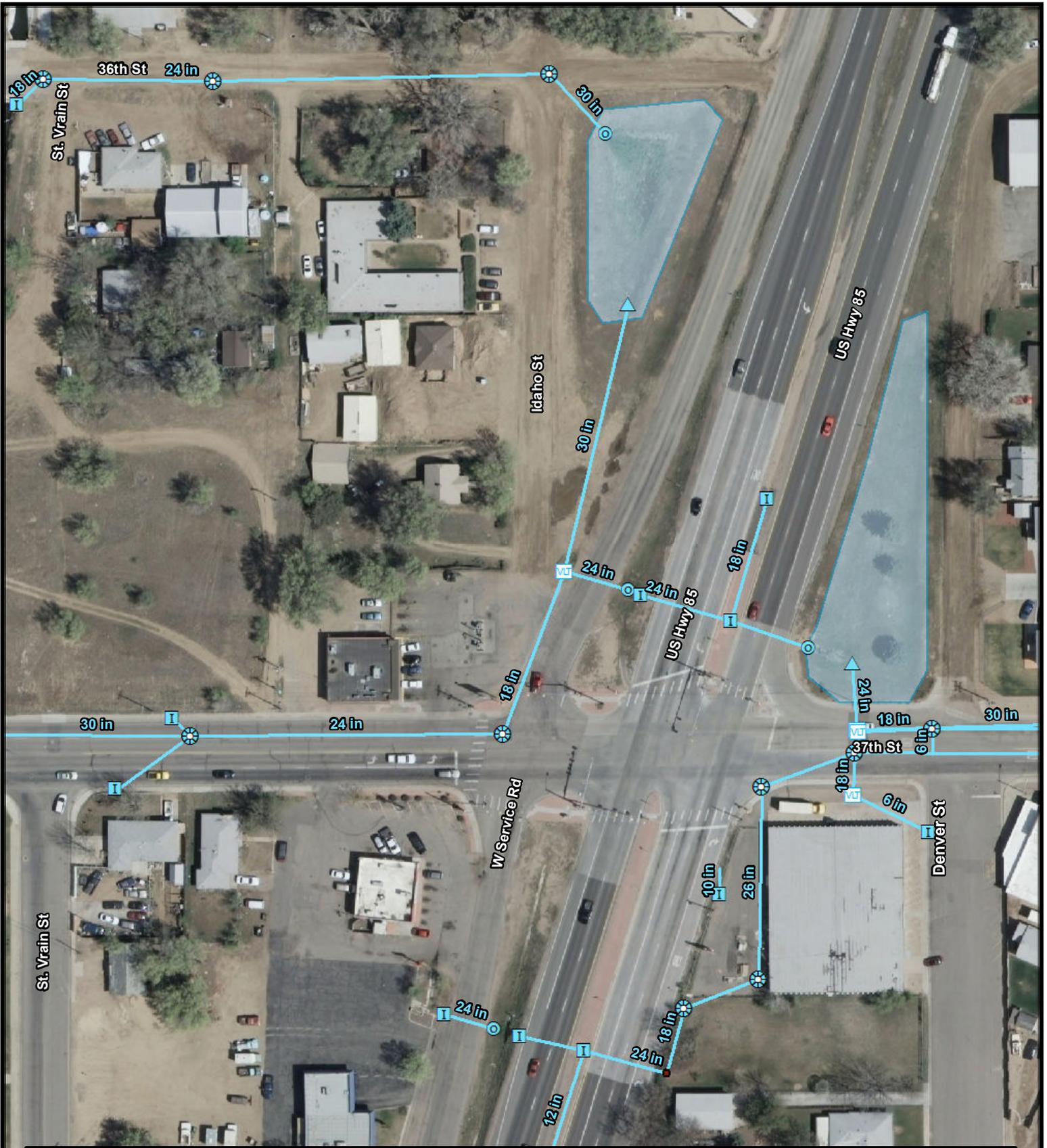
Legend

-  Inlet (Various)
-  Pond Inlet
-  Manhole
-  Outlet
-  Vault
-  Storm Sewer Line & Size
-  Detention Ponds



1:1200





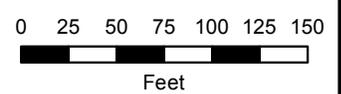
**Existing 37th Street
Storm Sewer
Crossing
US Highway 85**

Legend

-  Inlet (Various)
-  Pond Inlet
-  Manhole
-  Outlet
-  Vault
-  Storm Sewer Line & Size
-  Detention Ponds



1:1200



City of Evans, Colorado
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

- A. The City requires professional services.
- 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.

IV. COMPENSATION

- A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ Dollars (\$_____). 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 breakdown 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 twenty-fourth (24th) day of 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.
- 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 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 their designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for construction costs caused to the extent 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. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, 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, in any way resulting from or arising from the services rendered by 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.
- B. **INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE:** The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, to the extent caused by or arising out of the negligent acts, errors or omissions of the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, in the performance of

professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

- C. **INDEMNIFICATION – COSTS:** Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its 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 1, 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, terminated or materially changed 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: Risk Manager
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 One Hundred Fifty Thousand Dollars (\$150,000) per person and Six Hundred Thousand Dollars (\$600,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., 10 Colo. Rev. Stat., 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. 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, 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 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.

XIII. 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.

XIV. 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.

XV. INDEPENDENT CONTRACTOR

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.

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibits A, B and C is 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.

XVIII. 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: Earl Smith, Public Works Director
 1100 37th Street
 Evans, Colorado 80620-2036

Consultant: _____

XIX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

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: _____
Lyle Achziger, Mayor

ATTEST:

Kim Betz, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

R. Russell Anson, City Attorney

APPROVED AS TO CONTENT:

Aden Hogan, Jr., City Manager

CONSULTANT

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

Exhibit A

Consultant Scope of Services

Exhibit B

Consultant Project Fee Schedule

Exhibit C

Special Provisions Required by HB 1343

- A. Certification. By entering into this Agreement, Consultant hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Consultant has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens.
- B. Prohibited Acts. Consultant shall not:
1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or
 2. Enter into a contract with a subconsultant that fails to certify to Consultant that the subconsultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.
- C. Verification.
1. Consultant has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Consultant does not employ any illegal aliens and, if Consultant is not accepted into the basic pilot program prior to entering into this Agreement, that Consultant shall apply to participate in the basic pilot program every three (3) months until Consultant is accepted or this Agreement has been completed, whichever is earlier.
 2. Consultant shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 3. If Consultant obtains actual knowledge that a subconsultant performing work under this Agreement knowingly employs or contracts with an illegal alien, Consultant shall:
 - i. Notify the subconsultant and the City within three (3) days that Consultant has actual knowledge that the subconsultant is employing or contracting with an illegal alien; and
 - ii. Terminate the subcontract with the subconsultant if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subconsultant does not stop employing or contracting with the illegal alien; except that Consultant shall not terminate the contract with the subconsultant if during such three (3) days the subconsultant provides information to establish that the subconsultant has not knowingly employed or contracted with an illegal alien.
- D. Duty to Comply with Investigations. Consultant shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Consultant is complying with the terms of this Agreement.