REQUEST FOR PROPOSALS

The City of Durango, Colorado, by and through its Financial Services Purchasing Department, is accepting proposals from qualified individuals or firms to provide a Preliminary Engineering Report and Feasibility Study for the College Mesa Water Treatment Plant Expansion in accordance with the terms, conditions, and specifications contained in these documents.

Offerors wishing to participate should ensure they have all addenda prior to submission of proposal. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your proposal.

This project and any subsequent addenda will be posted to the Rocky Mountain E-Purchasing website (www.bidnetdirect.com/colorado). Click on Vendor Login or Vendor Registration, as applicable).

Questions:
Each offeror, before submitting their proposal, shall become fully informed as to the extent and character of work required. All questions must be submitted via www.bidnetdirect.com/colorado.

Question Deadline: March 7, 2024. 3:00 p.m. (Local Time)
(Questions received after the deadline may not be accepted.)

Final Addendum: March 14, 2024. 3:00 p.m. (Local Time)

Submittal Instructions (Reference: Required Submittals Section)
Submittal requirements are outlined in the Submittals Section of the Bid Documents.

Project Title: College Mesa Water Treatment Plant Expansion Preliminary Engineering and Feasibility Study

Due Date and Time: March 28, 2024. 3:00 p.m. (Local Time)

It is the sole responsibility of the respondent to see that the proposal is received before the submission deadline. Late proposals will not be considered.
All proposals submitted shall be binding upon the respondent if accepted by the City within sixty (60) calendar days of the submission date. Negligence on the part of the respondent in preparing the proposal confers no right of withdrawal after the time fixed for the submission of proposal.
This project is being bid in accordance with the City of Durango Purchasing Policy.

Alicen Everett
Purchasing-Buyer
Financial Services Department

Published: Wednesday February 14 & Friday February 16, 2024
949 E 2nd Ave · Durango CO 81301 · 970.764.5060
City of Durango, Colorado
ADVERTISEMENT FOR BID
Request for Proposals
College Mesa Water Treatment Plant Expansion Preliminary Engineering and Feasibility Study

Separate sealed proposals for the **College Mesa Water Treatment Plant Expansion Preliminary Engineering and Feasibility Study** project will be received by the City of Durango until **3:00 PM (Local Time) on March 28, 2024.** The City of Durango invites qualified firms or individuals with demonstrated experience in preparing Preliminary Engineering Reports and Feasibility Studies for Water Treatment Plant Expansions to submit proposals for the College Mesa Water Treatment Plant Expansion Preliminary Engineering and Feasibility Study.

Bid proposals must be submitted via Rocky Mountain E-Purchasing [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado). It is the sole responsibility of the respondent to see that the proposal is received before the submission deadline. Late proposals will not be considered.

Bid documents and/or supporting information may be downloaded, at no charge, from the following website: [www.bidnetdirect.com/colorado](http://www.bidnetdirect.com/colorado)  Click on “Vendor Registration” or “Vendor Login”, as applicable. Or at the City of Durango’s website: [www.DurangoCO.gov](http://www.DurangoCO.gov)  No addendums or plans will be available on the City’s website.

The City of Durango reserves the right to reject any and all bids, to waive any informalities and minor irregularities in bids, and to accept the bid deemed, in the opinion of the City, to be in the best interest of the City of Durango.
This project is being bid in accordance with the City of Durango Purchasing Policy.

Published: February 14, 2024, and February 16, 2024
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SECTION 1 – INVITATION FOR PROPOSALS

The City of Durango, Colorado is issuing a Request for Proposals (RFP) from qualified firms or individuals (Proposer) with demonstrated experience in preparing Preliminary Engineering Reports and Feasibility Studies for Water Treatment Plant Expansions. To be considered, interested parties must submit their Proposals in accordance with the requirements set forth in the Request for Proposal (RFP).

In general terms, the Proposer will provide the City of Durango the preferred alternative to expand the College Mesa Water Treatment Plant (CMWTP) from 14 million gallons per day (MGD) to 21.5 MGD and a plan to achieve those needs over a 20-year timeline.

The Proposer shall review the City of Durango 2021 Water Master Plan, developed by Short Elliot Hendrickson, Inc (SEH), and follow industry best practices for the preparation of a preliminary engineering report and feasibility study documents. It is anticipated this will require a review of the existing College Mesa Water Treatment Plant, evaluation of alternatives to expand the capacity to 21.5 MGD, phasing for the expansion, provide an engineer’s opinion of probable cost for each phase and provide grant funding and/or loan opportunities applicable to this expansion project.

Responses to this RFP will be reviewed, scored, and ranked according to the criteria and process defined in this RFP. The Proposer selected for contract negotiations will be the firm selected as the most qualified through the evaluation process.

There will be no pre-proposal meeting for this RFP.

Interviews of prospective proposers may be conducted following the receipt of bid proposals.

Responses received after the designated closing date and time will not be reviewed. The City may reject any response not in compliance with all prescribed solicitation procedures and requirements and other applicable law and may reject any or all responses in whole or in part when the cancellation or rejection is in the best interest of the City, and at no cost to the City.

SECTION 2 – INTRODUCTION, BACKGROUND AND GENERAL INFORMATION

The City of Durango (“City”) is an incorporated home-rule municipality within the State of Colorado with a 2023 resident population of approximately 19,223. With the assistance with Short Elliot Hendrickson (SEH), the City finalized a Water Master Plan in 2021. The 2021 Durango Water System Master Plan identified the need to upgrade and expand the College Mesa Water Treatment Plant (CMWTP) to 21.5 MGD, based on projected population and water demand by 2070. A preliminary engineering report and feasibility study are needed to identify the preferred alternatives and phase the improvements to CMWTP.
The current plant capacity is 13.6 MGD, with sedimentation being the rate limiting process. CMWTP is a conventional water treatment plant with two pre-treatment trains prior to filtration. Two raw water pipes can supply up to 18 MGD. Treatment Train 1 (T-1) was constructed in 1956 and has a treatment capacity of 3.5 MGD. Treatment Train 2 (T-2) was constructed in 1967 and upgraded in 2003 to a capacity of 10.1 MGD. CMWTP has 8 dual-media (anthracite and sand) rapid sand filters with a capacity of 18.9 MGD with 7 of 8 filters online.

The primary objectives of the preliminary engineering and feasibility study are to:
1. Identify preferred alternative improvements to expand CMWTP from 13.6 MGD to 21.5 MGD,
2. Increase operational flexibility between T-1 and T-2,
3. Prioritize and phase the construction of these capital improvements in a format the City will use to develop design and planning documents for its annual five-year Capital Improvement Program (CIP), and
4. Provide City staff with an engineer’s opinion of probable cost to help with future funding for each budget cycle.

SECTION 3 – CITY OF DURANGO PLAN GOALS

The City of Durango has established broad and specific goals for its water operations as outlined below.

The City Council goals that apply most directly to the water treatment plant include Environmental Sustainability and Resilience with effective management of water resources, and Effective Infrastructure Network by offering potable water on-demand in an efficient and effective manner in compliance with all regulatory guidance. Additionally, developing capital improvement financial plans to include ongoing operational and maintenance costs (City of Durango 2022-2023 Council Goals).

The mission statement as developed by Utilities staff reads as follows:

*The City of Durango Utilities Division (Water) supports the Public Works Department by maintaining and improving the drinking water system for the City in concert with the visions of Ensure Effective Infrastructure Network, Enhanced Livability and Sense of Place and Environmental and Social Sustainability in order to meet and exceed all state and federal drinking water regulations.*

Specific goals of the Water Supply and Treatment Master Plan are:

- Train 1 expansion to 10.8 MGD of Flocculation and Sedimentation Basins
- Improvements to Process Piping and Valving
- Increase operational flexibility between Train 1 and Train 2
- Chemical Building Replacement
- Train 2 expansion to 10.8 MGD of Flocculation and Sedimentation Basins
- Add Filtration capacity to 21.5 MGD with one spare filter
SECTION 4– SCOPE OF WORK

The City is seeking proposals from qualified Proposers with demonstrated experience in preliminary engineering and feasibility studies for water treatment plant expansions. The City proposes to engage the successfully qualified Proposer to prepare a preliminary engineering report and feasibility study to expand the College Mesa Water Treatment Plant from 13.6 MGD to 21.5 MGD.

The Scope of Work (SOW) tasks which are described in this section shall be included in the Proposer's SOW. The Proposer may expand upon these tasks as needed to prepare a complete feasibility study with preliminary engineering based on their experience. In addition, if there are tasks which the Proposer believes should be part of the SOW, these tasks shall be included as optional tasks in their proposed SOW.

The Proposer will work with City staff primarily including the Water Plant Manager, Jason Fast, and the City Utilities Engineer, Matt Holden, as well as other pertinent City staff members. The City expects the Proposer to identify the assumptions, work products, and City input for each of the tasks described in this section of the RFP. The quantity of each deliverable will be addressed during final scoping, fee, and schedule negotiation.

Task 1 – Project Management

Each Proposer shall include Project Management as one of the work tasks. The following is a description of the minimum project management requirements and may be expanded upon by the Proposer:

The Proposer shall act as a manager of the Proposer’s team, including any sub-consultants. The Proposer shall manage and coordinate all components of the Project and take a proactive role in keeping all tasks on schedule, within budget and ensure timely completion of the Project. The Proposer shall give prior notice to the City, and obtain acceptance from the City, before performing work outside the contract work scope and thereby contract budget amount. The Proposer shall ensure full coordination with City staff and be responsive to any email and telephone discussions, in addition to the minimum meetings as listed under various tasks in the scope of work. The Proposer shall be in contact with the City frequently enough to ensure a timely City review of deliverables. The Proposer is expected to work with all stakeholders in a responsible and professional manner.

The Proposer shall organize a kickoff meeting with City staff:

- Define project goals and objectives
- Outline project and management approach
- Identify roles and responsibilities
- Confirm scope and schedule
The Proposer shall prepare all project-related agendas and meeting minutes. All agendas and the supporting information shall be distributed via email to City Staff.

Meeting minutes shall be distributed to all attendees and any other identified parties within five (5) business days of the meeting date. All invoices shall include a summary report of work completed by sub-tasks for the invoice period. Alert City Staff if any issues or concerns may affect the progress and/or cost of the project.

Task 2 – Resource Documents and Data Review

The Proposer shall review the 2021 Water System Master Plan, and other City resource documents and data provided by the City. The Proposer shall also review current water treatment plant information (GIS mapping, plan sets, treatment train capacities, and other pertinent data). The Proposer shall discuss other necessary or desirable reports or data with the City to determine sources and availability of such resources.

Task 3 – Facilities Inventory – Existing System Description

This task is intended to set the context for the subsequent water treatment analysis.

The Proposer shall update the water treatment plant description to include, at a minimum:

- Plant background
- Inventory of existing facilities (source of supply, reservoirs, yard piping, treatment processes, capacity, clearwell/tanks, and other facilities)

Task 4 – Identify Preferred Alternatives to Meet Projected Water Demand

Identify the preferred treatment alternatives and layout of the CMWTP regarding process piping and valves, T-1 flocculation and sedimentation basins, T-2 flocculation and sedimentation basins, Chemical Building, and the Filter Plant. Primary operational goals are full redundancy between T-1 and T-2 and to maximize operational flexibility between the two trains in all seasons.

Specific goals of the 2021 Water Supply and Treatment Master Plan are:

- Train 1 expansion to 10.8 MGD of Flocculation and Sedimentation Basins
- Improvements to Process Piping and Valving
- Increase operational flexibility between Train 1 and Train 2
- Chemical Building Replacement
- Train 2 expansion to 10.8 MGD of Flocculation and Sedimentation Basins
- Add Filtration capacity to 21.5 MGD with one spare filter

Review source water qualities, treated water quality, design flow rates including but not limited to: gallon-per-capita-per-day water use trends; seasonal water demands; average daily demands; and maximum hourly/daily demands, conservation efforts, proposed growth, potential
annexation, and resulting impacts on water demand to determine preferred alternatives for unit processes and capital improvement phase timelines.

**Task 5 – Capital Improvements Plan (CIP) Update**

The Proposer shall prepare a prioritized CIP list of water treatment plant improvements for the next 20-year planning period based on the findings of the work described in this RFP. The CIP shall address water treatment system renewal and replacement, capacity expansion needs, and water treatment facility needs.

The Proposer shall prepare an engineer’s opinion of probable cost for all projects and future facilities proposed including process piping and valves, treatment process improvements/replacement, and other facilities which may be needed. The Proposer shall provide a list of all grant funding and/or loan opportunities applicable to this expansion project, including an overview of each grant which includes: the grant’s eligibility and fund-matching requirements, total grant funds available, and a timeline from application to disbursement of funds. If grant/loan packages are applicable, the Proposer shall provide similar details including interest rates and terms, percentage of loan forgiveness, and applicable loan pay-back grants.

The Proposer shall prepare a project summary sheet for each project which will appear in the CIP. The data sheet will include a description of the goal and scope of the project, the planning level project cost, any associated planning level annual operating costs, a listing of required preceding projects within the CIP and any other assumptions which form the basis of the timeline and cost estimate. A copy of this CIP will be provided in an editable format for ongoing updating.

A copy of all documents generated by the Proposer shall be provided to the City in an editable format for continual updates.

**Task 6 – Prepare Preliminary Engineering Report and Feasibility Study**

The Proposer shall prepare a Draft Preliminary Engineering Report and Feasibility Study summarizing all work tasks. The Draft Report will include drawings, maps, and graphics, reflecting the information gathered and prepared. A draft of the report and a draft executive summary of the report shall be provided to the City for initial staff review. This executive summary should be less than six pages, and summarize the overall goals, direction, meanings, and implications of the Report. The executive summary must be written in simple, plain language directed at the layperson.

Following the review period, a Final Preliminary Engineering Report and Feasibility Study shall be prepared incorporating comments received on the Draft Report. Color copies shall be used for any graphics and a short, stand-alone Executive Summary shall be finalized and provided in the Final Report.
The Proposer should anticipate including any sensitive, or confidential, material as part of an appendix that will be removed from all electronic and hard copy versions of the Report should it be distributed to the public.

The City will review a draft of the document and any comments will be incorporated into the final Executive Summary. The Proposer shall provide in their proposal a table of contents that would be included in the Final Preliminary Engineering Report Feasibility Study.

SECTION 5 – PROPOSAL AND PROPOSER REQUIREMENTS

5.1. SUBMITTAL OF PROPOSALS

The City reserves the right to negotiate any and all elements of this proposal.

This RFP includes a project description, scope of work, submission requirements, selection process and criteria, insurance requirements, and Sample Standard Form of Agreement between City and Contractor for Professional Services Agreement. Sample Agreement is for reference only and is non-negotiable.

1. Any bid that fails to conform to the essential requirements of the Request for Professional Services will be rejected.

2. Any bid that does not conform to the applicable specifications shall be rejected unless the invitation authorizes the submission of alternate bids and the items or services offered as alternates meet the requirements specified in the RFP.
   a. A bid shall be rejected when the bidder imposes conditions that would modify the requirements of the invitation or limit the bidder's liability to the Owner, since to allow the bidder to impose such conditions would be prejudicial to other bidders. For example, bids shall be rejected in which the bidder:
      b. Protects against future changes in conditions, such as increased costs, of total possible costs to the Owner cannot be determined.
      c. Fails to state a price and indicates that price shall be “price in effect at time of delivery.”
      d. Takes exceptions to the RFP terms and conditions.
      e. Inserts the bidder’s terms and conditions.

Prospective firms are encouraged to carefully read this RFP in its entirety.

One electronic version of the submittal shall be delivered via Rocky Mountain E-Purchasing System, www.bidnetdirect.com/colorado. All electronic copies shall be submitted as a single PDF file, labeled with the name of the firm. Submittals shall be organized in the order listed below to facilitate fair and equal evaluation of the responses.

1. Successful Contractor must have or obtain a current City Business License when awarded the project.
2. Successful Contractor must complete a W-9 form (Taxpayer Identification No.) when awarded the project.
3. The City of Durango is exempt from all local, state, and federal taxes.
4. The City of Durango reserves the right to reject any and all bids.
5. A Statement of Residency Form (attached herein) must be completed and returned with bid.

The following timeline is intended to provide a tentative schedule for this project. The City of Durango reserves the right to modify the timeline, without prior notice, at its sole convenience.

<table>
<thead>
<tr>
<th>Event</th>
<th>Dates</th>
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<tbody>
<tr>
<td>Publication</td>
<td>February 14, 2024</td>
</tr>
<tr>
<td>Questions Due</td>
<td>March 7, 2024, at 3:00PM(MST)</td>
</tr>
<tr>
<td>Final Addendum Issued, if necessary,</td>
<td>March 14, 2024, at 3:00PM(MST)</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>March 28, 2024, at 3:00PM(MST)</td>
</tr>
<tr>
<td>Evaluation of Proposals</td>
<td>April 1, 2024</td>
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<tr>
<td>Notification of Short List, if necessary,</td>
<td>April 8, 2024</td>
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<tr>
<td>Interviews, if necessary, Teams meeting,</td>
<td>April 15, 2024</td>
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<tr>
<td>Notice of Award</td>
<td>April 29, 2024</td>
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5.2 PROPOSER REQUIREMENTS

Submittals shall not exceed **20 pages in length**, excluding any supporting documentation, manuals and/or brochures that may be included.

Each submittal shall be organized using the following format:

1. **Cover Letter.** A cover letter shall be provided which contains the name, address, and phone number of the person who will serve as the firm’s principal contact with City staff and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm.

2. **Scope of Services.** Project narrative and approach based on firm’s understanding of the scope of work above.

3. **Project Approach.** The Proposers understanding and approach to the project is an important aspect of the RFP process. The Proposer should provide clear and
concise understanding of the project by describing and clarifying any major issues based upon project information provided in this RFP.

4. Design Team Experience - anticipated key personnel and subcontractors. This section should provide a basis for determining how well the capabilities and resources of the Proposer’s Firm relate to this specifically to this project. The Proposer should provide the firm's areas of expertise, experience with facility inventory and evaluation of existing system conditions. Provide experience with water plant expansions and retrofits, cost estimating, and developing capital improvement programs.

Provide a listing and links to five (5) water plant expansion feasibility studies with preliminary engineering reports developed by the firm with at least two (2) water plant expansion feasibility studies with preliminary engineering reports for cities or utilities with populations between 15,000 and 40,000 residents. Projects located in the State of Colorado or Four Corners region are preferred. For each project include the project name, project description, and project duration. If possible, include the name, address and phone number of a person who can be contacted regarding your performance for the referenced projects.

5. Project Costs. Not-to-exceed lump sum for requested services and an hourly fee schedule for all personnel. Travel expenses will be reimbursed per Section 7 below.

Also include a list of all other categories of reimbursable expenses for which Consultant will expect compensation. Categories of expenses not listed shall not be reimbursed separately and should be included in the Consultant’s personnel billable hourly rates or in the fixed fee, whichever is applicable. Listed expenses incurred by Consultant from outside vendors such as printers or courier services will be reimbursed at cost; detailed documentation (vendor invoices) must be supplied for an outside expense to be eligible for reimbursement. Provide detailed unit prices for all in-house expenses for which Consultant will expect compensation.

The total billable hours, plus all reimbursable expenses shall not exceed the maximum liability stated in the lump sum price, without a written amendment executed by the Parties.

6. Schedule. A timeline shall be included based on the tasks described in the Scope of Work above.

5.3. PROPOSER REPRESENTATIONS

The Proposer further agrees to the following:
a. To examine all specifications and conditions thoroughly.
b. To provide appropriate insurance, deposits, and performance bonds if required.
c. To comply fully with the scope of services as described in Section 4 of the agreed contract.
d. Agreement to any and all registration and certification requirements required for public contracts within City of Durango Policy, Colorado Revised Statutes or other applicable standard, rule or law.
e. The firm must provide certification that its proposal is made without previous understanding, agreement, or connection with any person, firm or corporation making a proposal; without prior knowledge of competitive prices, and it is in all respect fair; and without outside control, collusion, fraud, or otherwise illegal action.
f. The firm must certify that no member of the City Council of Durango, Colorado, or members of their immediate family, or other officer or employee of the City has received or has been promised directly or indirectly any financial benefit related to the RFP.

SECTION 6 - SELECTION CRITERIA

A selection committee comprised of City personnel will evaluate the proposals. Members of the Selection Committee will review and rate each proposal based on the following criteria:

1. Strength, capability and experience of the design team (30%);
2. Scope of Services (25%);
3. Schedule (15%)
4. Total cost to the City of Durango (20%);
5. Overall responsiveness to the RFP (5%); and
6. Local preference (5%).

All respondents must initially represent themselves solely by their written submittal. Based upon the Selection Committee’s findings, one or more firms may be asked to interview and/or provide a test period of their products and services. The selection process will be conducted immediately following the receipt of bid documents.

The City of Durango intends to contract with a qualified firm to assist the City in preparing a Water Plant Expansion Feasibility Study with Preliminary Engineering Report as defined in the Scope of Work.

Either party may terminate the contract or any renewal thereof by giving written notice to the other party 90 days in advance of the effective date of termination.
Note that financial obligations of the City, payable after Dec 31, 2024, pursuant to this contract, shall be contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

Note: The City reserves the right, where it may serve the City’s best interest, to request additional information or clarifications from firms, or to allow corrections of errors or omissions.

At the sole discretion of the City or the Selection Committee, firms submitting proposals may be requested to make oral presentations as part of the evaluation process. Such presentations will provide firms with an opportunity to answer any questions the Selection Committee may have on a firm's proposal. Not all firms may be asked to make such oral presentations. The cost of any such presentation or interview shall be the sole responsibility of the proposer.

Direct contact with city elected officials or city staff, other than the Purchasing Manager, during the bid/proposal process may render the bid/proposal non-compliant. If such an infraction is determined, at the Purchasing Manager’s discretion, no further consideration may be given the bid/proposal.

Final Selection. The City of Durango will select a firm based upon the recommendation of the Selection Committee.

It is anticipated that a firm will be selected on or before the week of April 29, 2024.

SECTION 7 - GENERAL REQUIREMENTS

- Selected Contractor must complete a W-9 form (Taxpayer Identification No.).
- The City of Durango is exempt from all local, state, and federal taxes.
- The selected consultant must have or obtain a current City Business License prior to initiating work on this project.
- The City of Durango reserves the right to reject any and all bids and to waive informalities and minor irregularities in bids received and to accept any portion of the bid or all items proposed if deemed in the best interest of the City of Durango.
- The City of Durango’s allowable travel expenses:
### SECTION 8 – INSURANCE

**A.** The Successful Contractor shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Contractor shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Contractor must maintain the insurance coverage required in this section.

**B.** The Successful Contractor shall procure and maintain, at its own cost, the following policy or policies of insurance. The Contractor shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents 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.

**C.** Successful Contractor shall procure and maintain and shall cause each Subcontractor of the Contractor to procure and maintain (or shall insure the activity of Contractor’s

<table>
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<th>Category</th>
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<tr>
<td>Air Travel, Reimbursement is based on actual costs, supported by a copy of the original receipt with invoice. The agency is encouraged to select the lowest airfare possible (fares available in the market at the time of booking, with reasonable planning with economy class</td>
<td>At Cost</td>
</tr>
<tr>
<td>Rental Car, Reimbursement is based on actual costs, supported by a copy of the original receipt with invoice of vehicle rented. Tolls are not accepted as a reimbursement.</td>
<td>At Cost</td>
</tr>
<tr>
<td>Lodging, Lodging. Reimbursement is at actual costs, supported by a copy of the original receipt with invoice. It covers basic room rate, taxes and lodging fees. The client typically is not responsible for incidentals or miscellaneous expenses (e.g. Internet, telephone, mini-bar, and movies).</td>
<td>Approved GSA Rate</td>
</tr>
<tr>
<td>Meals, Reimbursement is at actual costs, supported by a copy of the original receipt with invoice.</td>
<td>Approved GSA Rate</td>
</tr>
<tr>
<td>Travel Time.</td>
<td>Half Rate</td>
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</tbody>
</table>
Subcontractors in Contractor’s own policy with respect to), 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 from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

D. Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers’ Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease – policy limit, and Five Hundred Thousand Dollars ($500,000) disease – each employee.

E. Comprehensive General Liability insurance with minimum single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) 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, independent contractors, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground hazards. The policy shall contain a severability of interest’s provision.

F. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate with respect to each of Contractor’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interest’s provision.

G. The policies required above, except for the Workers’ Compensation insurance and Employer’s Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Contractor. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Contractor shall be solely responsible for any deductible losses under each of the policies required above.
H. Certificates of insurance shall be completed by the Contractor’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated, or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

I. Failure on the part of the Contractor to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion 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 the Contractor to the City upon demand, or the City may offset the cost of the premiums against any monies due to Contractor from the Owner.

Prior to the start of work, Certificates of Insurance shall be furnished to the Financial Services Department as evidence of the existence of such insurance. Certificates shall contain provision for thirty (30) day prior written notice of cancellation or material change and directed to the Financial Services Department, City of Durango 949 E. 2nd Avenue, Durango, CO 81301.

SECTION 9 - ATTACHMENTS

Professional Services Agreement
STANDARD FORM OF AGREEMENT
BETWEEN
CITY AND CONTRACTOR
FOR
PROFESSIONAL SERVICES

AGREEMENT

Made as of the ______ day of _______________________ in the year 2024

BETWEEN the City: City of Durango
949 E. 2nd Avenue
Durango, CO 81301

And the Contractor:

For the following Project: College Mesa Water Treatment Plant Expansion Preliminary Engineering and Feasibility Study
PART 1
CONTRACT DOCUMENTS

1.1 The Contract Documents consist of this Agreement, Attachments, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of the Agreement; these form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral.

1.2 If there is any conflict between this Agreement and the other Contract Documents, the specifications, terms, and conditions indicated in the Invitation for Bids, Request for Proposals, or Request for Professional Services shall control.

PART 2
CONTRACT SUM

2.1 The City shall pay the Contractor, in current funds, for the Contractor’s performance of the Contract in the total lump sum amount, subject to additions and deductions as provided in the Contract Documents. All payments shall be paid no later than thirty (30) days from the receipt of invoice.

2.2 Based upon Invoices submitted by the Contractor, the City shall make payments to the Contractor for actual work performed. Invoices shall indicate a description of the work performed and percentage completion, as specified in the Contract Documents.

PART 3
FINAL PAYMENT

3.1 Final payment, constituting the remainder of the entire Contract Sum, shall be made by the City to the Contractor when (1) the Contract has been fully performed by the Contractor and acceptance by the City; and (2) such final payment shall be made by the City not more than 30 days after the receipt of the total invoice for the Project. Contractor shall provide release of lien waivers when Sub-Contractors are used.
PART 4
SCOPE OF SERVICES

4.1 The Contractor shall execute the entire Scope of Services described in the Request for Professional Services, dated February 13, 2024, and the Contractor’s Proposal, dated TBD, 2024, except to the extent specifically indicated in the Contract Documents to be the responsibility of others.

PART 5
CITY’S RESPONSIBILITIES

5.1 The City shall provide full information regarding requirements for Work to be performed.

5.2 The City shall designate, when necessary, a representative authorized to act in the City’s behalf with respect to the Project or Project Documents.

5.3 The City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Contractor shall be entitled to rely upon the accuracy and completeness thereof.

PART 6
DATE OF COMMENCEMENT

6.1 The date of commencement is the date of this Agreement, as first written above, unless a different date is stated below, or provision is made for the date to be fixed in a notice to proceed issued by the City.

6.2 Financial obligations of the City, payable after December 31, 2024, pursuant to this contract, are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available.

PART 7
EXTENSION OF AGREEMENT

7.1 Additions to this Contract Document may be made by execution of an Amended Scope of Services, subject to the rate and amount agreed upon and authorized by the Durango City Manager. Said addition and amendment shall constitute a modification of this Contract Document.
PART 8
TERMINATION OF AGREEMENT

8.1 This Agreement may be terminated by either party upon seven (7) days written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

8.2 This Agreement may be terminated by the City upon at least seven (7) days written notice to the Contractor in the event that the Project is permanently abandoned, or in the event circumstances dictate that the project be terminated at the discretion of the City.

PART 9
NONDISCRIMINATION

9.1 The Contractor shall, in all hiring or employment made possible or resulting from this agreement, take affirmative action to ensure that there shall be no unlawful discrimination against any employee or applicant for employment because of sex, race, age, color, creed, national origin, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap, unless based upon a bonafide occupational qualification, and this requirement shall apply to but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

9.2 No person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement on the grounds of sex, race, color, creed, national origin, age except minimum age and retirement provisions, marital status, sexual orientation, or the presence of any sensory, mental or physical handicap.

PART 10
HOLD HARMLESS/INDEMNIFICATION

10.1 To the fullest extent permitted by law, the Contractor agrees to indemnify and hold harmless the City of Durango, and its officers, employees and agents from and against all liability, claims and demands on account of any injury, loss or damage which arise out of or that are connected with the Work, if such injury, loss or damage, or any part thereof, is
caused by, or claimed to be caused by the act, omission, or other fault of the Contractor or any subcontractor of the Contractor, or any officer, employee or agent of the Contractor or any other person for whom the Contractor is responsible. The Contractor shall investigate, handle, respond to and provide defense for and defend against any such liability, claims, and demands and bear all other costs and expenses related thereto, including court costs and attorney’s fees. The Contractor’s indemnification obligation shall not be construed to extend to that portion of any injury, loss or damage which is found to have been caused by the act, omission or other fault of the City of Durango. If the Contractor is providing architectural, engineering, surveying, or other design services, then the Contractor’s obligation to indemnify and pay costs, expenses and attorney’s fees may be determined only after the extent of liability or fault of the Contractor has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Contractor and the City.

PART 11
LIABILITY INSURANCE COVERAGE

11.1 The Successful Consultant shall not commence work under this Agreement until it has obtained all insurance required by the contract documents and such insurance has been approved by the City. The Consultant shall not allow any subcontractor to commence work on this project until all similar insurance required of the subcontractor has been obtained and approved. For the duration of this Agreement, the Consultant must maintain the insurance coverage required in this section.

11.2 The Successful Consultant shall procure and maintain, at its own cost, the following policy or policies of insurance. The Consultant shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to the contract documents 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.

11.3 Successful Consultant shall procure and maintain and shall cause each Subcontractor of the Consultant to procure and maintain (or shall insure the activity of Consultant’s Subcontractors in Consultant’s own policy with respect to), 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 from the date of commencement of the Work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

11.3.1 Worker’s Compensation insurance to cover obligations imposed by the Workers’ Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Work under this contract, and Employers’ Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each accident, Five Hundred Thousand Dollars ($500,000) disease – policy limit, and Five Hundred Thousand Dollars ($500,000) disease – each employee.
11.3.2 Comprehensive General Liability insurance with minimum single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) 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, independent contractors, products, and completed operations. The policy shall contain a severability of interests provision.

11.3.3 Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than One Million Dollars ($1,000,000) each occurrence and One Million Dollars ($1,000,000) aggregate with respect to each of Consultant’s owned, hired and/or non-owned vehicles assigned to or used in performance of the services. The policy shall contain a severability of interests provision.

11.4 The policies required above, except for the Workers’ Compensation insurance and Employer’s Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insured. Every policy required above shall be primary insurance, and any insurance carried by the City, its officers or its employees, shall be excess and not contributory insurance to that provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Consultant shall be solely responsible for any deductible losses under each of the policies required above.

11.5 Certificates of insurance shall be completed by the Consultant’s insurance agent as evidence that policies providing the required coverages, conditions, and minimum limits are in full force and effect, and copies of such certificates shall be forwarded to the City prior to start of Work. Each certificate shall identify the Project and shall provide that the coverages afforded under the policies shall not be cancelled, terminated or materially changed until at least 30 days prior written notice has been given to the City. If the words “endeavor to” appear in the portion of the certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

11.6 Failure on the part of the Consultant to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion 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 the Consultant to the City upon demand, or the City may offset the cost of the premiums against any monies due to Consultant from the Owner.
PART 12
COMPLIANCE WITH LAWS

12.1 It is assumed that Contractor is familiar with all federal, state, and local laws, codes, ordinances, and regulations which in any manner affect those engaged or employed in the Work or the material or equipment used in or upon the site, or in any way affect the conduct of the work or construction of the project. No pleas or claims of misunderstanding or ignorance by Contractor shall in any way serve to modify the provisions of the Agreement. Contractor shall at all times observe and comply with all federal, state, county, local, and municipal laws, codes, ordinances, and regulations in any manner affecting the conduct of the Work or the project. It is not the responsibility of Contractor to determine that this Agreement and the contract documents are in accordance with applicable laws, statutes, building codes, and regulations; however, if Contractor knows, or should have reason to know, that any of the contract documents are at variance therewith in any respect, Contractor shall promptly notify the City of Durango in writing, and any necessary changes shall be made as provided herein.

12.2 This project shall require compliance with the Keep Jobs in Colorado Act, C.R.S. 8-17-101, et seq.

PART 13
INDEPENDENT CONTRACTOR

13.1 There is no employment relationship created pursuant to this Agreement and the Contractor is and shall remain an independent contractor for all purposes hereunder.

PART 14
MISCELLANEOUS PROVISIONS

14.1 This Agreement shall be governed by the laws of the State of Colorado.

14.2 The City and the Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither the City nor the Contractor shall assign, sublet, or transfer any interest in this Agreement without the prior written consent of the other.

14.3 This Agreement represents the entire and integrated agreement between the City and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both City and Contractor.
14.4 Prior to start of any phase of Professional Service, the following documents must be on file in the City’s Purchasing Department.

14.4.1 Certificates of Insurance, as required by the Contract Documents

14.4.2 Completed W-9 Form

14.4.3 City of Durango Business License

14.4.4 City of Durango Sales Tax License, as required

14.5 Contractor shall be required to comply with the City of Durango Code of Conduct and Code of Ethics Policy.

14.6 Contractor shall be required to comply with applicable safety regulations.

**PART 15
ENUMERATION OF CONTRACT DOCUMENTS**

15.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:
- Request for Proposals (RFP), dated February 12, 2024
- Any Addenda issued with regard to this RFP
- Consultant’s Proposal, dated TBD, 2024

15.2 The Agreement is this executed Standard Form of Agreement between City and Contractor.

**PART 16
OWNERSHIP**

16.1 Regardless of the future services retained by the successful contractor, all of the products of this project, including recommendations, drawings, artwork, photos, and similar materials used to produce the required submittals, shall become the property of the City of Durango. Any furnished materials shall remain the property of the City of Durango. All such items shall be delivered to the City of Durango in usable condition after completion of the work, and prior to submission of the invoice for payment.
THIS AGREEMENT is entered into as of the date and year first written above and is executed in at least two original copies of which one is to be delivered to the Contractor and one to the City.

CITY:
CITY OF DURANGO

By: ___________________________________________________________________
José R. Madrigal
City Manager
949 E 2nd Avenue
Durango CO 81301

ATTEST:

________________________________
Faye Harmer
City Clerk

CONTRACTOR:

Firm Name: ___________________________________________________________________

doing business as ___________________________________________________________________

By: ___________________________________________________________________
Signature

_____________________________________
Title

_____________________________________
Date