



Financial Services
Purchasing Division
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REQUEST FOR PROPOSAL
10328 DESIGN SERVICES – NORTH MASON STORMWATER OUTFALL
RFP DUE: 3:00 PM MT (Mountain Time), July 16th, 2026

The City of Fort Collins is requesting proposals from qualified Professional to provide design services that include planning and engagement assistance, engineering, hydrologic and hydraulic modeling, riparian vegetative expertise, permitting, and construction support for the North Mason Stormwater Outfall into the Cache la Poudre River. The project will address stormwater water quality, flood risk reduction, natural area habitat restoration, reconnection of the floodplain, and improving the natural functions of the Poudre River riparian areas while maintaining the Lake Canal diversion. The City intends to deliver the project through the Construction Manager/General Contractor (CM/GC) method. Professionals partner directly with the selected CM/GC contractor during design to incorporate constructability reviews, and cost reconciliation. The City intends to use existing agreements for cost estimating services on this project.

As part of the City's commitment to sustainability, proposals must be submitted online through the Rocky Mountain E-Purchasing System (RMEPS) at <http://www.bidnetdirect.com/colorado/City-of-fort-collins>. *Note: please ensure adequate time to submit proposals through RMEPS. Proposals not submitted by the designated Opening Date and Time will not be accepted by RMEPS.*

A pre-proposal meeting will be held at 3:00PM MT on June 25th, 2026. The pre-proposal meeting will be hosted on-line via Microsoft Teams. Select or copy/paste the below link into your browser for access to the meeting. Please be prepared to announce your name and mute your microphone:

Microsoft Teams meeting

Join: <https://teams.microsoft.com/meet/240450218849586?p=rpWnsm2CLD7ntNS640>

Meeting ID: 240 450 218 849 586

Passcode: gM7A8th7

All questions should be submitted, in writing via email, to Jake Rector, Purchasing Manager at jrector@fcgov.com, with a copy to Jason Clemens, Project Manager, at jclemens@fortcollins.gov, no later than 3:00 PM MT on July 1, 2026. Please format your e-mail to include: RFP 10328 Design Services – North Mason Stormwater Outfall in the subject line. Questions received after this deadline may not be answered. Responses to all questions submitted before the deadline will be addressed in an addendum and posted on the Rocky Mountain E-Purchasing System webpage.

Rocky Mountain E-Purchasing System hosted by BidNet

A copy of the RFP may be obtained at <http://www.bidnetdirect.com/colorado/City-of-fort-collins>.

This RFP has been posted utilizing the following Commodity Code(s):

91800	Consulting Services
92500	Engineering Services, Professional
92528	Drainage Engineering

92533	Engineer Services, Professional
90629	Environmental – Architectural
90654	Irrigation; Drainage; Flood Control – Architectural
90656	Landscape Architecture
92535	Environmental Engineering
92536	Engineering Services (Not Otherwise Classified)

Prohibition of Unlawful Discrimination: The City of Fort Collins, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

The City strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age 40 years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. For the purpose of this policy "sexual orientation" means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that he or she has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.

The City requires its Professionals to comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party Professionals and their subcontractors/subconsultants at every tier.

Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA, trade secrets, confidential commercial information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

Professionals Registration: The City requires new Professionals receiving awards from the City to submit IRS form W-9 and requires all Professionals to accept Direct Deposit (Electronic) payment. If needed, the W-9 form and the Vendor Direct Deposit Authorization Form can be found on the City's Purchasing website at www.fcgov.com/purchasing under Vendor Reference

Documents. **Please do not submit these documents with your proposal**, however, if you take exception to participating in Direct Deposit (Electronic) payments please clearly note such in your proposal as an exception. The City may waive the requirement to participate in Direct Deposit (Electronic) payments at its sole discretion.

Sales Prohibited/Conflict of Interest: No officer, employee, or member of City Council, shall have a financial interest in the sale to the City of any real or personal property, equipment, material, supplies or services where such officer or employee exercises directly or indirectly any decision-making authority concerning such sale or any supervisory authority over the services to be rendered. This rule also applies to subcontracts with the City. Soliciting or accepting any gift, gratuity favor, entertainment, kickback or any items of monetary value from any person who has or is seeking to do business with the City of Fort Collins is prohibited.

Collusive or Sham Proposals: Any proposal deemed to be collusive or a sham proposal will be rejected and reported to authorities as such. Your authorized signature of this proposal assures that such proposal is genuine and is not a collusive or sham proposal.

The City of Fort Collins reserves the right to reject any and all proposals and to waive any irregularities or informalities.

Utilization of Award by Other Agencies: The City of Fort Collins reserves the right to allow other state and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City of Fort Collins in the current term or in any future terms.

The selected Professional shall be required to sign the City's Agreement prior to commencing services (see sample attached to this document).

Sincerely,

A handwritten signature in black ink, appearing to read 'JR' or 'Jake Rector', written in a cursive style.

Jake Rector
Interim Purchasing Director

I. PROJECT OBJECTIVE & BACKGROUND

A. Objective

The City of Fort Collins is requesting proposals from qualified Professionals to provide design services that include planning and public engagement, engineering, hydrologic and hydraulic modeling, riparian vegetative expertise, permitting, and construction support for the North Mason Stormwater Outfall into the Cache la Poudre River. The project will address stormwater quality, flood risk reduction, and maintaining the Lake Canal diversion while improving the natural functions, ecological health, and habitat value of the Poudre River riparian areas. Enhancing the River's Edge Natural Area (RENA) habitat, and reconnection of the riparian floodplain are primary project outcomes, and the City expects the selected team will demonstrate expertise in ecological restoration alongside traditional engineering design.

B. Project Background and Context

The City of Fort Collins manages a comprehensive Stormwater Utility that serves the community by supporting storm drainage across the urban landscape while preserving the natural environment. The North Mason Stormwater Outfall project will serve multiple purposes within the storm water system. It will be the outfall to the North Mason storm sewer system, improve stormwater quality, reduce flood risk, and improve natural habitat, while maintaining the Lake Canal diversion. The project area is west of North College Avenue, north of the Cache la Poudre River and south of Alpine Street, an area that creates unique engineering and stakeholder coordination challenges.

In 2004, the North College Urban Renewal Area (URA) was created to invest in North College infrastructure and finance eligible public improvements in private developments. The URA will be a continual partner in North Mason Stormwater projects. The creation of the URA led to additional study, including regional drainage and stormwater evaluations. In 2006, an engineering consultant developed concepts for drainage alternatives for the area supported by the URA. One of those alternatives identified the RENA as a feasible site to manage stormwater flows before being conveyed to the Cache la Poudre River.

Another contextual component is the natural and environmental importance of the project area. The City developed a Poudre River Downtown Master Plan in 2014 which envisions the future of the river through the City from Shields Street to Mulberry Street. This long-term plan serves as a framework for Cache la Poudre habitat, recreation, and flood mitigation benefits. The City has also spent a decade monitoring the health of the Cache la Poudre River in collaboration with the Coalition for the Poudre River Watershed using the River Health Assessment Framework (RHAF). The tool assesses eight indicators of river health, including the most pertinent to this project, water quality. The most recent round of RHAF sampling was completed in 2025. This tool will be beneficial for the project team to develop an understanding of functional conditions in this reach of the river and create goals related to water quality and riparian floodplain. The City plans to complete another round of sampling in 2035. City staff will use data from the RHAF and the Poudre Water Quality Network's real-time stations at Salyer and Udall natural areas to explore post-project effects.

The third background point related to the project is its proximity to the Lake Canal diversion structure. In 2023, the Poudre River Consolidation Study was developed, in two phases, to weigh alternatives to relocate the Lake Canal diversion and the subsequent alterations to the canal system. The study recommended a concept that included grading and drainage enhancements along the north side of the river, supporting both flood risk reductions and the North Mason Stormwater Outfall. The concept assumed that the existing Lake Canal diversion would remain in place, and the canal would require alteration to convey the seasonal canal flows. It reduced flood risk by creating topographical depressions within the RENA and expanding storage capacity of the existing water quality pond, west of the railroad tracks. This project will be advancing that concept into design with the assumption that no changes to the Lake Canal diversion dam will occur.

There are additional efforts underway that will inform the North Mason Stormwater Outfall project design. The City is currently nearing a 60% design stage, under a separate contract, for the North Mason Stormwater project. The stormwater system designed as part of that project will discharge into this project. Attachment A shows the approximate area of each project. The City is also in the process of collecting preliminary information by hiring a consultant to perform a Cultural Resources Class III Block survey and the findings of that investigation will be provided to the design team.

C. Project Outcomes

1. Provide water quality for an urban stormwater outfall through select grading, utilizing green infrastructure or other low-impact development techniques to protect water quality of the Poudre River. The water quality pond and project design elements will improve the health and function of the Poudre River through an increase in River Health Assessment Framework scores for Riparian Floodplain, and other indicators where possible. The score improvements will be monitored at a project scale instead of a reach scale to understand changes.
2. Advance topographical changes to reconnect floodplain areas and reduce flood risk by eliminating overtopping of North College Avenue.
3. Provide landscape design concepts that support riparian vegetation and improve natural habitat functionality.
4. Develop and design modifications to the Lake Canal that maintain irrigation water conveyance while conveying the new North Mason outfall stormwater to the river.

II. SCOPE OF SERVICES

The following is a general list of objectives which may be requested of the awarded Professional team for the North Mason Stormwater Outfall project. It is important that the design team present additional creativity or other positive outcomes that may not be included in the request. While the scope below identifies several services that may be needed, it may not be all inclusive of the scope required and all services may not be used.

The project will have four phases:

1. Baseline evaluations and investigations, and preliminary (30%) design,
2. Interim (60%) design and permitting,
3. Final design and construction documents,
4. Construction support and oversight.

The Professional will be the engineer (and supporting design professionals) for the life of the project and will be required to demonstrate qualifications for all phases of the project. The City intends to deliver the project through the Construction Manager/General Contractor (CM/GC) method. The selected Professional team is expected to partner and coordinate directly with the selected CM/GC contractor during design to incorporate constructability reviews, and cost reconciliation.

A. Project Scope Overview - Phase 1

The major design criteria for this phase have the following items which are provided as general outline for the Professional, including, but not limited to:

1. Baseline Investigation of the project areas. The baseline investigations, technical memos and reporting are intended to inform project design, impact and mitigation potential, construction operations, and permitting requirements.
 - a. Wetland delineation with a 100' buffer.
 - b. Endangered Species Act (ESA) Survey and report.
 - i. Identify potential impacted species
 - ii. Develop avoidance, minimization and mitigation recommendations
 - c. Site mapping and measurements will include topographical survey/GPS. Survey includes current floodplain, easement, property boundaries, and internal City Ownership (Parks, Natural Areas, etc.). Site Maps in PDF format that incorporates findings of Baseline Data and Investigations. AutoCAD files.
 - d. Existing condition assessment using the River Health Assessment Framework to evaluate existing riparian and floodplain vegetation conditions in the project area. Report to qualify and quantify riparian vegetation and recommend vegetation to remain.
 - e. Geotechnical Investigation Report, investigations may be:
 - i. Groundwater Monitoring
 - ii. Groundwater Tests
 - iii. Soil Samples
 - iv. Infiltration tests
 - f. Subsurface Utility Engineering Report
2. Preliminary design (30% stage) of grading and topographical enhancements.
 - a. Conveyance and outfall of the water quality pond to the Poudre River.
 - b. The preliminary design of expanding the existing stormwater detention facility to reduce flood risk, south of Lake Canal between the railroad and North College Avenue
 - c. Preliminary design of grading within the project area that eliminate floodwaters overtopping North College Avenue during the 100-year event.
3. Preliminary design of modifications to the Lake Canal. Determine feasibility and configuration of conveying the Lake Canal irrigation flows, keeping canal flow separate from stormwater flow. Any structural elements should also be included.
4. Preliminary design of the RENA ecological improvements that will uplift ecological conditions and functions, that aligns with regionally appropriate riparian and riverbank vegetation. This may include protecting any existing habitat values and vegetation of the RENA.
 - a. Preliminary design of post-grading native revegetation and restoration habitat elements that creatively incorporate visitor use needs and community safety.
 - b. The ecologist/riparian specialist/landscape architect shall review the proposed 30% design for impacts to habitat functionality, grading, and

- provide vegetation design integration recommendations. This also includes preliminary design drawings and specification list for which segments in the project corridor are selected for construction, vegetative restoration approach, and any requirements from permitting entities.
5. Preliminary setup and preparation for regulatory hydraulic modeling (HEC-RAS)
 - a. Modeling will include the overall area – the Cache La Poudre River floodplain, diversion dam and Lake Canal, and North College Ave.
 - b. Hydraulic Modeling and Floodplain Mapping
 - c. The City will provide guidance to the Professional regarding previous modeling efforts.
 - d. The Letter of Final Determination (LFD) for the latest Poudre River model (known as RiskMAP) was issued on May 27, 2026, with an effective date of November 27, 2026. The Whitewater/Oxbow Levee LOMR (26-08-0214P) is expected to be issued in July of 2026 and this model may be used as the basis for modeling efforts. In addition, CWCB and FEMA are anticipated to issue a Cache La Poudre (CLP) Incorporation LOMR in April 2027, which will become the new effective base model. The Professional shall coordinate with City staff, CWCB, and FEMA regarding the timing of the CLOMR submittal and FEMA acceptance for this project area. The Professional shall also coordinate regularly with City floodplain staff to remain informed of effective model updates and schedule changes.
 - e. The Professional will obtain the effective model from Federal Emergency Management Agency (FEMA) or Colorado Water Conservation Board (CWCB).
 6. Permitting support for all local, state and federal permitting. The Professional will identify permits to be obtained and establish a tracking system (permit summary) to monitor the progress and status of each permit, requirements, and associated fees. The permit log will also include a schedule for obtaining permits that include approximates time for review, corrections, and approvals. Permits may include but are not limited to:
 - a. FEMA-regulated floodplain and floodway
 - b. Fort Collins Floodplain Use Permit (assume CLOMR/LOMR)
 - c. Clean Water Act Section 404 Coordination with the Army Corps of Engineers (USACE). Professional will determine if a Nationwide Permit or an Individual Permit is required.
 - i. NHPA Section 106 / Cultural Resources coordination and mitigation (if necessary) with direction and support from City Cultural Resources staff
 - d. Lake Canal Company Crossing Permit
 - e. Union Pacific Railroad Encroachment Permit
 - f. CDOT Utility and Special Use Permit
 - g. City ROW Excavation Permit
 7. General Project management
 - a. Decision logs
 - b. Invoicing
 - c. Provide detailed written monthly progress reports throughout the duration of the design and construction of all work. The progress reports will be part of the monthly billing submittal
 - d. Meeting agendas with minutes
 - e. Project management plan including, but not limited to:

- i. Stakeholder Engagement Management Plan – stakeholders may include Union Pacific Railroad, USACE & FEMA (permitting), CDOT, FC Streets, FC Natural Areas, FC Parks Department, groups within the water utility, landowners, Lake Canal Ditch Company
 - ii. Risk Management Plan
- f. Development of 30% Construction Documents including drawings, anticipated specification list, and other pertinent documentation.
- g. 30% design review workshop will include City departments and relevant stakeholders. Provide written resolution responses to all comments received on the 30% design.
- h. Basis of Design memorandum
 - i. Defined scope of project area
 - ii. Lake Canal alterations
 - iii. Modeling summary and preliminary results
- i. Preliminary Opinion of Probable Construction Costs using the 30% design.

D. Project Scope Overview – Phase 2

1. Interim Design (60% stage) - Grading and topographical enhancements in the project area in the interim design phase should integrate the design and baseline investigation results from Phase 1. 30% design review comments will also be incorporated into this design stage.
 - a. Treatment and conveyance of stormwater to the Poudre River should be incorporated into the habitat and riparian floodplain design.
 - b. The elimination of floodwaters overtopping North College Avenue will result from the interim grading design and conveyance of the irrigation flows in the Lake Canal.
 - c. The existing stormwater facility expansion extents should be reasonably defined and improved volume will be quantified.
 - d. Ecologist/Riparian Specialist/Landscape Architect shall review grading and modeling results for impacts to riparian functionality, habitat diversity, natural area outcomes and provide design integration recommendations. This will include plantings list, seed recommendations, interim revegetation plans and refined specifications list.
 - e. Information gained from the ESA, and Cultural Resources Study must be addressed in the design, including mitigation of potential impacts.
2. Regulatory hydraulic modeling – The hydraulic modeling should be nearly complete and incorporate the 60% design. All floodplain requirements are to be coordinated directly with the City's Floodplain staff and follow floodplain modeling guidelines.
 - a. The Professional will develop a duplicate effective model based on the effective FEMA model, as well as a corrected effective model and existing conditions model to address identified errors and incorporate updated survey information.
 - b. All modeling should include the following:
 - i. All hydraulic modeling must be converted to and completed in the most recent version of HEC-RAS.
 - ii. All errors noted in the duplicate effective model must be noted in an issue log and remedy response must be recorded.

- iii. CLOMR/LOMR documentation must be compliant with all City of Fort Collins and FEMA requirements. New floodplain mapping will be required as part of the process.
- 3. Permit preparation and submission. Permit applications should be submitted if it aligns with permit requirements or is allowed by the permitting agency at a 60% design stage. Professional will update the permit summary. The permit requirements, as outlined in the permitting summary, will be integrated into the design and construction stage, as appropriate.
- 4. General Project management
 - a. Decision logs
 - b. Invoicing
 - c. Meeting agendas with minutes
 - d. Continued support and updated for the Stakeholder Management Plan
 - e. Continued revisions of the Risk Management Plan
 - f. Written monthly progress report.
 - g. Development of 60% Construction Documents including drawings, technical specifications, and other pertinent documentation.
 - h. 60% design review workshop will include City departments and relevant stakeholders. Provide written resolution responses to all comments received on the 60% design.
 - i. Revised Basis of Design memorandum
 - i. Construction approaches regarding vegetation restoration.
 - j. Participate in the CM/GC and Independent Cost Estimation 60% design stage workshop.

E. Project Scope Overview – Phase 3

- 1. Final Design – The result of this phase will deliver a 90% design stage and complete construction drawings and specifications to be used for construction. The design will be complete and have incorporated information and input from previous design phases, hydraulic modeling, workshops, permit requirements, and stakeholder engagement. This phase will incorporate constructability reviews and reconcile costs comments provided by CMGC and Cost Estimators.
 - a. The final grading design should incorporate the elimination of floodwaters overtopping north College Avenue and conveyance of the irrigation flows in the Lake Canal. The existing stormwater facility expansion extents should be fully defined.
 - b. Ecologist/Riparian Specialist/ Landscape Architect shall review final grading and modeling results for impacts to riparian functionality, habitat diversity, natural area outcomes and provide design integration recommendations. Final planting and riparian restoration will align with the treatment and flow of stormwater. Construction restoration drawings and specifications will result from the 90% review workshop.
 - c. Information gained from the ESA, and Cultural Resources Study must be addressed in the final design, including mitigation of potential impacts. The mitigation impacts, as coordinated with the permitting agencies, must be clearly stated in the Construction Documents and described to the CM/GC for construction compliance.
- 2. Regulatory hydraulic modeling – The hydraulic modeling should incorporate the final design and be complete. All floodplain requirements are to be coordinated directly with the City's Floodplain staff and follow City floodplain modeling guidelines.

3. Permit preparation and submission. All permits must be submitted with pending approval expected. The design team will complete the Permit Summary and include construction requirements and closeout procedures.
 - a. Any changes resulting from the final design and final hydraulic modeling will be provided to regulatory agencies as an amended permit submission, if necessary.
 - b. Any notification required for construction will also be submitted to the permitting agency.
4. General Project Management
 - a. Final and complete Decision Log
 - b. Invoicing
 - c. Meeting agendas with minutes
 - d. Continued support for the Stakeholder Management Plan
 - e. Continued revisions of the Risk Management Plan
 - f. Written monthly progress reports
 - g. 90% design review workshop will include City departments and relevant stakeholders, if necessary. Provide written resolution responses to all comments received on the 90% design
 - h. Development of Issue for Construction Documents including drawings, complete technical specifications, and other pertinent documentation to be utilized for construction. Construction Documents will be overseen, signed, and sealed by a Professional Engineer registered in Colorado.
 - i. Schedule of Work developed concurrently with the CMGC, and Cost Estimator.
 - j. Final Basis of Design Report.
 - k. Deliver a report recommendations for erosion control and revegetation management plan that includes long term maintenance or the restored riparian area.
 - l. Participate in the CM/GC and Independent Cost Estimation 90% design stage workshop.

F. Project Scope Overview – Phase 4

Construction Support – The design team will provide onsite construction and resident engineering support services. Professional shall support the CM/GC contractor during construction, providing timely responses to RFIs, shop drawings, and submittals. Professional shall also track adherence to the GMP, assist with early procurement verification, and update as-builts in coordination with CM/GC. Services may also include:

1. Submittal reviews and log tracking including RFIs, shop drawings – submittals, etc.
2. Host pre-construction meeting, develop agenda and distribute meeting minutes.
3. Host weekly construction meetings and take notes.
4. Provide construction observation, maintain and submit construction daily logs and reports.
5. Provide design and plan sheet updates during construction, assist with RFIs and change orders.
6. Maintain and track construction schedule and 3-week look ahead schedule
7. Track construction quantities and production. Perform pay request review. This includes documentation of CM/GC cost/schedule tracking and GMP compliance support.
8. Support onsite cultural resource support as suggested from earlier phases.

9. Track construction as-built redlines and coordination with contractor.
10. Signed and stamped Record Drawings in PDF format and AutoCAD files.

G. Milestones

Tentative Milestones for design and construction are preliminarily outlined as below. The design team will provide a more detailed, realistic schedule with milestones and critical timelines. Dates for contracting as a response to this RFP are as follows:

Anticipated Project Schedule:

- ✓ Professional Consultant Selection August 2026
- ✓ Phase 1 Complete by March 2027
- ✓ Phase 2 Complete by October 2027
- ✓ Phase 3 Complete by June 2028
- ✓ Construction Starts October 2028.
- ✓ Substantial Completion by May 2029.
- ✓ Final Acceptance by August 2029.
- ✓ Permitting and Project Closeout by December 2029

H. Minimum Qualifications

1. Professional Credentials – Key staff must include at least one Professional Engineer (PE) licensed in Colorado that will stamp the final and record drawings; supporting team members should include hydraulic modelers, geomorphologists, ecologists, and landscape architect.
2. Technical Expertise – the Professional will have proven experience with floodplain modeling and design, including geomorphic, and hydraulic modeling. Proficiency in hydraulic and hydrologic modeling using HEC-RAS (2D) and preparation of CLOMR/LOMR submittals compliant with City of Fort Collins and FEMA standards. Other modeling software is acceptable with conversion to HEC-RAS (2D).
3. Technical Expertise – the Professional will have proven experience in stream and riparian restoration design, low impact design, green infrastructure, and ecological restoration principles.
4. Permitting and Regulatory Coordination – Proven capability in navigating local, state, and federal permitting processes, including City of Fort Collins Floodplain Use Permits, EPA Section 404, Union Pacific Railroad (or similar), CDPHE, and SHPO consultation, as required. Familiarity with Fort Collins floodplain modeling guidelines and federal environmental documentation.
5. CM/GC Project Experience – Prior experience working within a Construction

Manager / General Contractor (CM/GC) or similar collaborative project delivery framework, including constructability reviews and cost modeling.

6. Project Management and Communication – Strong management, schedule, and stakeholder engagement skills, including coordination with multiple agencies and facilitation of community outreach.
7. Quality, Schedule, and Value – Proven ability to deliver high-quality design documentation on time and within budget; demonstrated success on similar municipal stream restoration projects

I. Anticipated Solicitation Schedule

The following represents the City's target schedule for the RFP. The City reserves the right to amend the target schedule at any time.

- RFP issuance: June 18th, 2026
- Pre-Proposal Meeting: 3:00PM MT on June 25, 2026
- Question deadline: 3:00 PM MT on July 1, 2026
- Proposal due date: 3:00 PM MT on July 16, 2026
- Interviews (tentative): August 13th-14th, 2026
- Award of Contract (tentative): August 2026

J. Interviews

In addition to submitting a written proposal, the top-rated Professionals may be interviewed by the RFP assessment team and asked to participate in an oral presentation to provide an overview of the company, approach to the project and to address questions. The evaluation criteria for the oral interviews will be the same as the criteria for the written evaluations and is included in Section IV.

Instead of traditional in-person interviews for the optional interview session, the City may opt to use alternate methods including, but not limited to remote interviews through a platform such as Microsoft Teams.

K. Travel & Expenses

Subject to the terms of the applicable Work Order, reasonable expenses may be reimbursable per the current rates found at www.gsa.gov. Professional will be required to provide original receipts to the City for all travel expenses.

L. Subcontractors/Subconsultants

Professional will be responsible for identifying any subcontractors and/or subconsultants in their proposal. Please note that the City will contract solely with the awarded Professional; therefore, subcontractors and/or subconsultants will be the responsibility of the Professional.

M. Financial Qualifications (CONFIDENTIAL)

Professionals selected as finalists may be required to submit a banking reference and the most recent financial statement (audited preferred) including balance sheet and income

statement, as well as a statement of cash flows (the “Financial Information”).

N. Current standards

All work and/or materials must meet current standards in force by recognized technical and professional societies, trade and materials supply associations, institutes and organizations, bureaus and testing laboratories, and national, federal, state, county, and local laws, codes and ordinances.

O. Fees, Licenses, Permits

The successful Professional shall be responsible for obtaining any necessary licenses, fees or permits without additional expense to the City. All vehicles and equipment shall be properly licensed and insured, carry the appropriate permits and be placarded as required by law.

P. Laws and Regulations

The Professional agrees to comply fully with all applicable local, State of Colorado and Federal laws and regulations and municipal ordinances to include American Disabilities Act (ADA).

Q. Work Orders

The awarded Professional will be required to sign the City’s Work Order Type Agreement, a sample of which is attached as Section VI for reference purposes.

Individual Work assignments will be requested and agreed to utilizing the City’s Work Order (included in the Agreement). Each Work Order must include a start and completion date, total cost and a Scope of Work. Subsequent supporting documentation pages may include a project schedule, deliverables, hours, cost detail supporting total cost, and personnel details. Fees outlined in the Work Order will conform with those stated in the Agreement.

No Work Order over \$7,500 will be considered valid until signed, at a minimum, by the Professional, project manager and Purchasing Department representative. Depending on the cost and nature of the Work, additional signature authorization may be required. Any changes to the dates, cost or scope of any Work Order must be agreed upon in writing utilizing the City’s Change Order (included in the Agreement) and will not be considered valid until signed, at a minimum, by the Professional, project manager and Purchasing Department representative.

R. Invoicing and Payment

Invoices should be emailed monthly to invoices@fcgov.com with a copy to the Project Manager. The cost of the work completed shall be paid to the Professional each month following the submittal of a correct invoice by the Professional indicating the project name, Purchase Order number, task description, hours worked, personnel/work type category, hourly rate for each employee/work type category, date of the work performed specific to the task, percentage of that work that has been completed by task, 3rd party supporting documentation with the same detail and a brief progress report.

Payments will be made using the prices stated in the Work Order and Agreement. In the event a service is requested which is not stated in the Work Order and/or Agreement, the Professional and the City will negotiate an appropriate unit price for the service prior to the Professional initiating such work.

The City pays invoices on Net 30 terms.

III. PROPOSAL SUBMITTAL

Please limit the total length of your proposal to a maximum of twenty five (25) 8 ½ x 11" pages (excluding cover pages, table of contents, resumes, dividers and Acknowledgement form). Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and may be used for detailed pricing, schedules or exhibits. Links to other files or websites shall not be permitted. Proposals that do not conform to these requirements may be rejected.

Professionals are required to provide detailed written responses to the following items in the order outlined below. The responses shall be considered technical offers of what Consultant Professional team propose to provide and shall be incorporated in the contract award as deemed appropriate by the City. A proposal that does not include all the information required may be deemed non-responsive and subject to rejection.

The proposal must show that the project objectives are being addressed. The proposal team should consider displaying the design team's qualifications, previous projects that are similar in scope and expertise. The City wants to see the project approach as it relates to the scope and tasks suggested and how the Professional Consultant team will deliver a cohesive design to achieve the project outcomes. It is also of interest that the design team present additional creativity, and other project outcomes that may not be included in the request.

Responses must include all the items in the order listed below. It is suggested that the Professionals include each of the City's questions with their response.

The City of Fort Collins shall not reimburse any firm for costs incurred in the preparation and presentation of their proposal.

A. Cover Letter / Executive Summary

The Executive Summary should highlight the content of the proposal and features of the program offered, including a general description of the program and any unique aspects or benefits provided by your firm.

Indicate your availability to participate in the interviews/demonstrations on the proposed dates as stated in the Schedule section.

B. Professional Information

1. Describe the Professional's business and background
2. Number of years in the business
3. Details about ownership
4. An overview of services offered and qualifications
5. Size of the firm
6. Location(s) of offices. If multiple, please identify which will be the primary for our account.
7. Primary contact information for the company including contact name(s) and title(s), mailing address(s), phone number(s), and email address(s).

C. Scope of Proposal

1. Provide a detailed narrative of the services proposed per the scope above. The narrative should include any options that may be beneficial for the City to consider. The narrative must also describe how the Professional will collaborate with the CM/GC contractor and Independent Cost Estimator (ICE) during preconstruction, including constructability workshops, cost reconciliation, early work packaging, and GMP development.
2. Discuss the Professional team and describe how they will approach an integrated design and seek feedback from multiple partners.
3. Provide a description of how vegetation for this project will influence the treatment of stormwater and align with improving riparian areas.
4. Briefly describe the approach to execute the scope of work to include the methods and assumptions used, and any exceptions and/or risks.
5. Describe how the project would be managed and who would have primary responsibility for its timely and professional completion.
6. Describe the methods and timeline of communication your firm will use with the City's Project Manager and other parties.
7. Include a description of the software and other analysis tools to be used.
8. Identify what portion of work, if any, may be subcontracted or outsourced to subconsultants. Include all applicable information herein requested for each Professional.
9. Include an overall outline of the schedule for completing the project that accounts for all phases and other milestones pertinent to the Professional planned approach. Identify how each phase will incorporate CM/GC workshops and reconciliation reviews. Can the work be reasonably completed in the necessary timeframe, with target start and completion dates met?
10. Are other qualified personnel available to assist in meeting the project schedule if required?
11. Is the project team available to attend meetings as required by the Scope of Work?

D. Firm Capability and Assigned Personnel

Provide relevant information regarding previous experience related to this or similar projects, to include the following:

1. Provide an Organization Chart/Proposed Project Team: An organization chart containing the names of all key personnel and subconsultants with titles and their specific task assignment for this Agreement shall be provided in this section. Include who will be responsible for each project outcome.
2. Provide resumes for each professional and technical person to be assigned to the project, including partners, subconsultants, and subcontractors. Please limit resumes to one page. The resumes shall include at least three individual references from previous assignments.
3. Detail the team's experience with hydraulic modeling software and creating innovative engineering solutions pertinent to the design and installation of a stream or riparian restoration project of this size. Also detail the team's experience with floodplain revisions and permitting, and conversion to HEC-RAS.

4. Detail the team's experience with riparian vegetation, riparian restoration, and habitat improvement.
5. Include prior experience working in CM/GC or CMAR delivery settings, demonstrating ability to integrate contractor feedback into design.
6. List recent work with regulatory agencies like the Army Corps of Engineers, Federal Emergency Management Agency, City of Fort Collins, Union Pacific, ditch companies and other permitting capabilities relevant to this project.
7. A list of qualifications for your firm and qualifications and experience of the specific staff members proposed to perform the services described above.
8. References. Provide a minimum of three similar projects with public agencies in the last 10 years that have involved the staff and subcontractors/subconsultants proposed to work on this project. Highlight experience with hydraulic modeling that couples grading design along a riparian and river habitat corridor where vegetation, restoration, and habitat improvement. Include the owner's name, title of project, beginning price, ending price, contact name, email and phone number, subconsultants on the team and a brief description of the work and any change orders. The Professional authorizes the City to verify any and all information contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information provided.
9. Provide any information that distinguishes Professional from its competition and any additional information applicable to this RFP that might be valuable in assessing Professional's proposal.

E. Sustainability/TBL Methodology

In concise terms (no more than two pages), please describe your organization's commitment to sustainability and supporting values.

Each element of the TBL sustainability criteria will receive equal consideration in determining the final Sustainability/TBL score.

1. Address how your firm strives to incorporate all three aspects (social, environmental, and economic) of Triple Bottom Line (TBL) sustainable practices into the workplace. Provide examples along with any metrics used to measure success within your firm.
2. Also provide examples of how your firm has incorporated all three aspects of TBL sustainable practices in previous similar projects on which your firm has been the prime Professional.

Some examples are provided below:

- a. Environmental – Experience delivering projects / programs focused on environmental health priorities in the areas of climate resiliency, water quality and watershed protection, regulatory performance, management systems, air quality, renewable energy, sustainable building and design, construction materials management, and solid waste reduction.
- b. Economic – Experience working and delivering projects with an emphasis on strategic financial planning, job creation, business development, asset management, various project delivery methods, value engineering, regional partnerships, transparency, stakeholder engagement, strategic investments,

aging infrastructure, repurposing of existing facilities, and competing financial priorities.

- c. Social - Experience working and delivering projects, programs, and/or initiatives that support Equity, Diversity, and Inclusion throughout your firm's workplace, including leadership, and supply chain. Examples of this may be demonstration of working within cultural and language gaps, development of diversity programs, diverse project teams, equitable opportunity vendor supply chain, and how your firm has applied an equity lens to processes such as recruitment, hiring, purchasing, career pathways, salaries, and staff engagement.

F. Cost and Work Hours

Provide cost and work hours for **Phase 1 services only**. In your response to this proposal, please provide the following:

1. Estimated Hours by phase: Provide estimated cost and hours for completing **Phase 1 ONLY** by job title and employee name, including the time required for baseline investigation tasks, preliminary design deliverables, and all project management tasks. Provide a total not to exceed cost for the Scope of Service – Phase 1. Price all additional services/deliverables separately. It is expected that this aligns with the overall schedule requested in Section C, Part 9.
2. Schedule of Rates: Provide a schedule of billing rates by category of employee and job title to be used during the term of the Agreement. This fee schedule will be firm for at least one (1) year from the date of the Agreement. The fee schedule will be used as a basis for determining fees should additional services be necessary. A fee schedule for subconsultants/subcontractors, if used, shall be included.
3. All direct costs (i.e., travel, printing, postage, etc.) specifically attributed to the project and not included in the billing rates must be identified. Reasonable expenses may be reimbursable as per the current rates found at www.gsa.gov. Professional will be required to provide original receipts to the City for all travel expenses.

G. Sample Agreement

Included with this request for proposals is a sample Agreement that the City intends to use for obtaining the services of the Professional. The Professional is required to review this Agreement and indicate any objections to the terms of the contract. If revisions to the contractual terms are requested, provide suggested revisions.

H. Acknowledgement

The Acknowledgement form is attached as Section V. Complete the attached form indicating the Professional hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that the Professional has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP.

IV. REVIEW AND ASSESSMENT CRITERIA

A. Proposal and Interview Criteria

Professionals will be evaluated on the following criteria. This set of criteria will be the basis for review and assessment of the written proposals and optional interview session. At the discretion of the City, interviews of the top-rated Professionals may be conducted.

The rating scale shall be from 1 to 10, a rating of 1 doesn't meet minimum requirements, a rating of 5 means the category fulfills the minimum requirements, and 10 exceeds minimum requirements in that category.

WEIGHTING FACTOR	CATEGORY	STANDARD QUESTIONS
20%	Scope of Proposal	Does the proposal address all elements of the RFP? Does the proposal show an understanding of the project objectives, methodology to be used and results/outcomes required by the project? Are there any exceptions to the specifications, Scope of Work, or agreement? Can the work be completed in the necessary time? Can the target start and completion dates be met? Are other qualified personnel available to assist in meeting the project schedule if required? Is the project team available to attend meetings as required by the Scope of Work?
45%	Firm Capability & Assigned Personnel	Does the firm have the resources, financial strength, capacity and support capabilities required to successfully complete the project on-time and in-budget? Has the firm successfully completed previous projects of this type and scope? Do the persons who will be working on the project have the necessary skills and qualifications? Are sufficient people of the requisite skills and qualifications assigned to the project? Has the design team demonstrated measurable ecological or habitat outcomes on previous stream or riparian restoration projects?
5%	Sustainability/TBL Methodology	Does the firm demonstrate a commitment to Sustainability and incorporate Triple Bottom Line methodology in both their Scope of Work for the project, and their day-to-day business operating processes and procedures? Does the firm demonstrate a commitment to all three aspects (social, environmental, and economic) of the Triple Bottom Line (TBL) methodology of sustainability for this project and in their company value system as evidenced by their day-to-day business operating processes, practices and procedures?
30%	Cost & Work Hours	Does the proposal included detailed cost break-down for each cost element as applicable and are the line-item costs competitive? Are the work hours presented reasonable for the effort required by each project task or phase?

V. ACKNOWLEDGEMENT

This form may not be redlined and must be submitted with your proposal. Failure to adhere to these requirements may result in your proposal being rejected.

Professional hereby acknowledges receipt of the City of Fort Collins Request for Proposal and acknowledges that it has read and agrees to be fully bound by all of the terms, conditions and other provisions set forth in the RFP 10328 Design Services – North mason Stormwater Outfall and sample Agreement except as otherwise noted. Additionally, Professional hereby makes the following representations to City:

- a. All of the statements and representations made in this proposal are true to the best of the Professional's knowledge and belief.
- b. Professional commits that it is able to meet the terms provided in this proposal.
- c. This proposal is a firm and binding offer, for a period of 90 days from the date hereof.
- d. Professional further agrees that the method of award is acceptable.
- e. Professional also agrees to complete the proposed Agreement with the City of Fort Collins within 10 days of notice of award. If contract is not completed and signed within 10 days, City reserves the right to cancel and award to the next highest rated firm.
- f. Professional acknowledges receipt of ____ addenda.
- g. Professional acknowledges no conflict of interest.
- h. Professional acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Professionals may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, Professionals may redact text and/or data that it deems confidential or proprietary pursuant to CORA. All pricing will be considered public records subject to disclosure under CORA and as such pricing cannot be redacted from the "FOR PUBLIC VIEWING" version of the proposal. Failure to provide a public viewing copy will be considered a waiver of any claim of confidentiality under CORA without regard to how the applicant's proposal or certain pages of the proposal are marked confidential, proprietary, or similar. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA, trade secrets, confidential commercial information and financial data information may not be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. By responding to this RFP, Professionals hereby waives any and all claims for damages against the City for the City's good faith compliance with CORA. **All provisions and pricing of any contract resulting from this request for proposal will be public information.**

Legal Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Name of Authorized Agent of Firm: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____ Email Address: _____

Phone: _____ Cell Phone: _____

NOTE: ACKNOWLEDGEMENT IS TO BE SIGNED & RETURNED WITH YOUR PROPOSAL.

VI. SAMPLE AGREEMENT (FOR REFERENCE ONLY – DO NOT SIGN)**MASTER PROFESSIONAL SERVICES AGREEMENT**
WORK ORDER TYPE

This Master Professional Services Agreement (Agreement) made and entered into the day and year set forth in the Agreement Period section below, by and between the CITY OF FORT COLLINS, COLORADO, a Colorado Municipal Corporation (City) and _____, a(n) [enter state] [business type] (Professional).

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Service. The Professional agrees to provide Services in accordance with any project Work Orders for 10328 Design Services - North Mason Stormwater Outfall, issued by the City. Such Work Orders will be incorporated into this Agreement. A blank sample of a Work Order is attached hereto as Exhibit A, consisting of one (1) page and incorporated herein. A general Scope of Services is attached hereto as Exhibit B, consisting of [# of Pages] and incorporated herein. The City reserves the right to independently solicit any project rather than issuing a Work Order to the Professional for the same pursuant to this Agreement. Irrespective of references to certain named third parties within this Agreement or any Work Order, the Professional shall be solely responsible for performance of all duties hereunder. The term Service as used in this Agreement shall include the Services and deliverables contained in any Work Order issued by the City.

The City may, at any time during the term of a particular Work Order and without invalidating the Work Order, make changes to the scope of the particular Service. Changes shall be agreed upon in writing by the parties by Change Order, a sample of which is attached hereto as Exhibit C, consisting of one (1) page and incorporated herein.

2. Work Order Schedule. The Services to be performed pursuant to this Agreement shall be performed as specified on each Work Order. Time is of the essence. Any change in schedule must be agreed upon in writing by the parties hereto via a Change Order.
3. Changes. The City may, at any time during the term of the Agreement, make changes to the Agreement. Such changes shall be agreed upon in writing by the parties.
4. Agreement Period. This Agreement shall commence _____, 20(Year) (the Effective Date) and shall continue in full force and effect until _____, 20(Year), unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one (1) year periods not to exceed [choose one] additional one-year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties only at the time of renewal. [Any price changes shall not exceed _____ percent (_____ %) per annual renewal]. Written notice of renewal shall be provided to the Professional no later

than thirty (30) days before Agreement end. Should written notice of renewal be delayed, the parties agree that this Agreement may automatically extend on a month-to-month basis until a renewal is completed. Upon expiration of the final renewal term, the Agreement may continue but not to exceed one (1) year if required to complete any active Work Orders in accordance with Section 8-186 of City Code.

5. Early Termination by City. Notwithstanding the time periods contained herein, the City may terminate this Agreement at any time without cause or penalty by providing at least ten (10) calendar days written notice of termination to the Professional.

In the event of early termination by the City, the Professional shall be paid for Services rendered up to the date of termination, subject to the satisfactory performance of the Professional's obligations under this Agreement. Professional shall submit a final invoice within ten (10) calendar days of the effective date of termination. Payment shall be the Professional's sole right and remedy for termination.

6. Notices. All notices provided under this Agreement shall be effective immediately when emailed or three (3) business days from the date of the notice when mailed to the following addresses:

Professional:	City:	Copy to:
	City of Fort Collins	City of Fort Collins
Attn:	Attn: Jason Clemens	Attn: Purchasing Dept.
	PO Box 580	PO Box 580
	Fort Collins, CO 80522	Fort Collins, CO 80522
<u>Email Address</u>	jclemens@fortcollins.gov	purchasing@fortcollins.gov

All notices under this Agreement shall be written.

7. Compensation. In consideration of the Services to be performed pursuant to this Agreement, the City agrees to pay the Professional on a time and reimbursable direct cost basis as designated in Exhibit D, consisting of [# of Pages], attached and incorporated herein. At the election of the City, each Work Order may contain a maximum fee, which shall be negotiated by the parties hereto for each Work Order. Partial payments based upon the Professional's billings and itemized statements are permissible as defined in the applicable Work Order. The amounts of any partial payments shall be based upon the Professional's City-verified progress in completing the Service(s) to be performed pursuant to the Work Order and upon approval of the Professional's direct reimbursable expenses. Payment shall be made following acceptance of the Services by the City.

Itemized invoices shall be emailed to invoices@fortcollins.gov with a copy to the Project Manager. The cost of the Services completed shall be paid to the Professional following the submittal of a correct itemized invoice by the Professional. The City is exempt from sales and use tax. The City's Certificate of Exemption license number is 09804502. A copy of the license is available upon written request.

The City pays undisputed invoices on Net 30 days from the date of the invoice submittal to the City or, for disputed invoices, Net 30 days from the date of City Project Manager's approval.

8. Design and Service Standards. The Professional warrants and shall be responsible for the Professional quality, technical accuracy, accessibility requirements under ADA and Public Accommodations and Technology Accessibility sections below, timely completion and the coordination of all Services rendered by the Professional, and the Project Instruments as defined in the Project Instruments and License section below. The Professional shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies from such standards.
9. Indemnification. The Professional shall indemnify, defend, and hold harmless the City and its officers and employees, to the maximum extent permitted under Colorado law, against and from any and all actions, suits, claims, demands, or liability of any character whatsoever claimed by the Professional or third parties against the City arising out of or related to this Agreement (not limited to contract, tort, intellectual property, accessibility, or otherwise). This obligation extends to reimbursement of the City's costs and reasonable attorney's fees.
10. Insurance. The Professional shall maintain insurance in accordance with Exhibit E, consisting of one (1) page, attached hereto and incorporated herein.
11. Appropriation. To the extent this Agreement, or any provision in it, requires payment of any nature in fiscal years subsequent to the current fiscal year and constitutes a multiple fiscal year debt or financial obligation of the City, it shall be subject to annual appropriation by the Fort Collins City Council as required in Article V, Section 8(b) of the City Charter, City Code Section 8-186, and Article X, Section 20 of the Colorado Constitution. The City shall have no obligation to continue this Agreement in any fiscal year for which there are no pledged cash reserves or supporting appropriations pledged irrevocably for purposes of payment obligations herein. Non-appropriation by the City shall not be construed as a breach of this Agreement.
12. Project Instruments and License.
 - a. Upon execution of this Agreement, the Professional grants to the City an irrevocable, unlimited and royalty free license to use any and all sketches, drawings, as-builts, specifications, designs, blueprints, data files, calculations, studies, analysis, renderings, models, plans, reports, and other Work Order deliverables (Project Instruments), in any form whatsoever and in any medium expressed, for purposes of constructing, using, maintaining, altering and adding to the project, provided that the City substantially performs its obligations under the Agreement. The license granted hereunder permits the City and third parties reasonably authorized by the City to reproduce applicable portions of the Project Instruments for use in performing the Services or construction for the project. In addition, the license granted hereunder shall permit the City and third parties reasonably authorized by the City to reproduce and utilize the Project Instruments for similar projects, provided however, in such event the Professional shall

- not be held responsible for the design to the extent the City deviates from the Project Instruments. This license shall survive termination of the Agreement by default or otherwise.
- b. Upon payment under each applicable Work Order, Project Instruments rendered by the Professional shall become the City's property. The Professional shall provide the City with the Project Instruments in electronic format in a mutually agreed upon file type.
13. City Project Manager. The City's Project Manager will be shown on the specific Work Order and shall make, within the scope of the Project Manager's authority, all necessary and proper decisions with reference to the Services requested under the applicable Work Order. All requests for contract interpretation, change order and other clarification or instruction shall be directed to the City Project Manager.
14. Project Status Report. Project status reports may be required by Work Order and shall be submitted to the City Project Manager. Failure to provide any required status report may result in the suspension of the processing of any invoice.
15. Independent Contractor. The Services to be performed by the Professional are those of an independent contractor and not of an employee of the City. The City shall not be responsible for withholding any portion of the Professional's compensation hereunder for the payment of FICA, Workers' Compensation, unemployment insurance, other taxes or benefits or for any other purpose.
16. Personal Services. It is understood that the City enters into this Agreement based on the special abilities of the Professional and that this Agreement shall be considered as an Agreement for personal services. Accordingly, the Professional shall neither assign any responsibilities nor delegate any duties arising under this Agreement without the prior written consent of the City.
17. Subcontractors/Subconsultants. The Professional may not subcontract any of the Service(s) set forth in any Work Order without the prior written consent of the City, which shall not be unreasonably withheld. If any of the Services is subcontracted hereunder, with the consent of the City, then the following provisions shall apply:
- a. the subcontractor/subconsultant must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar Services;
 - b. the subcontractor/subconsultant will be required to comply with all applicable terms of this Agreement;
 - c. the subcontract will not create any contractual relationship between any subcontractor/subconsultant and the City, nor will it obligate the City to pay or see to the payment of any subcontractor/subconsultant; and
 - d. the Services of the subcontractor/subconsultant will be subject to inspection by the City to the same extent as the Service(s) of the Professional.

The Professional shall require all subcontractor/subconsultants performing Service(s) hereunder to maintain insurance coverage naming the City as an additional insured under this Agreement in accordance with Exhibit E. The Professional shall maintain a copy of each subcontractor's/subconsultant's certificate evidencing the required insurance. Upon request, the Professional shall promptly provide the City with a copy of the certificate(s) within two (2) business days.

The Professional shall be responsible for any liability directly or indirectly arising out of the Services performed under this Agreement by a subcontractor/subconsultant, which liability is not covered by the subcontractor/subconsultant's insurance.

18. Acceptance Not Waiver. The City's approval of Project Instruments furnished hereunder shall not in any way relieve the Professional of responsibility for the quality or technical accuracy of the Services. The City's approval or acceptance of, or payment for, any of the Services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement.
19. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail to or refuse to perform according to the terms of this Agreement, that party may be declared in default upon notice.
20. Remedies. In the event a party has been declared in default, that defaulting party shall be allowed a period of ten (10) calendar days from the date of notice within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to:
 - a. terminate the Agreement and seek damages;
 - b. treat the Agreement as continuing and require specific performance; or
 - c. avail themselves of any other remedy at law or equity.

In the event of a dispute between the parties regarding this Agreement, each party shall bear its own attorney fees and costs, except as provided for in the Indemnification and Technology Accessibility sections.

21. Entire Agreement; Binding Effect; Authority to Execute. This Agreement, along with all Exhibits, Work Orders and other documents incorporated herein, shall constitute the entire Agreement of the parties regarding this transaction and the matter recited herein. This Agreement shall supersede any prior agreements, promises, or understandings as to the matter recited herein. The Agreement shall be binding upon the parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties. Covenants or representations not contained in this Agreement shall not be binding on the parties. In the event of a conflict between the terms of the Agreement and any exhibit or attachment, the terms of the Agreement shall prevail. Each person executing this Agreement affirms that they have the necessary authority to sign on behalf of their respective party and to bind such party to the terms of this Agreement.

22. Law/Severability. The laws of the State of Colorado and the City of Fort Collins Charter and Municipal Code shall govern the construction, interpretation, execution and enforcement of this Agreement —without regard to choice of law or conflict of law principles. The Parties further agree that Larimer County District Court is the proper venue for all disputes. If the City subsequently agrees in writing that the matter may be heard in federal court, venue will be in U.S. District Court for the District of Colorado. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, that holding shall not invalidate or render unenforceable any other provision of this Agreement.
23. Prohibition Against Unlawful Discrimination. The Professional acknowledges that the City, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d to 2000d-4), C.R.S. § 24-34-401, and any associated State or Federal laws and regulations, strictly prohibits unlawful discrimination based on an individual's gender (regardless of gender identity or gender expression), race, color, religion, creed, national origin, ancestry, age forty (40) years or older, marital status, disability, sexual orientation, genetic information, or other characteristics protected by law. Pursuant to City policy, sexual orientation means a person's actual or perceived orientation toward heterosexuality, homosexuality, and bisexuality. The City also strictly prohibits unlawful harassment in the workplace, including sexual harassment. Further, the City strictly prohibits unlawful retaliation against a person who engages in protected activity. Protected activity includes an employee complaining that the employee has been discriminated against in violation of the above policy or participating in an employment discrimination proceeding.
- The Professional shall comply with the City's policy for equal employment opportunity and to prohibit unlawful discrimination, harassment and retaliation. This requirement applies to all third-party subcontractors/subconsultants at every tier.
24. ADA and Public Accommodations. In performing the Service(s) required hereunder, the Professional agrees to meet all the requirements of the Americans with Disabilities Act of 1990, C.R.S. § 24-85-101, and all applicable rules and regulations (ADA), and all applicable Colorado public accommodation laws, which are imposed directly on the Professional or which would be imposed on the City as a public entity.
25. Technology Accessibility. The Professional represents that the Project Instruments hereunder, shall fully comply with all applicable provisions of C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability, as established by the State of Colorado Governor's Office of Information Technology (OIT) pursuant to C.R.S. § 24-85-103 (2.5), including all updates and amendments to those standards as provided by the OIT. The Professional shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

To confirm that the Project Instruments meet these standards, the Professional may be required to demonstrate compliance. The Professional shall indemnify, save, and hold harmless the City against any and all costs, expenses, claims, damages, liability, court

awards and other amounts (including attorneys' fees and related costs) incurred by the City in relation to the Professional's failure to comply with C.R.S. § 24-85-101, or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

The City may require the Professional's compliance to the State's Accessibility Standards to be determined by a third party selected by the City to attest to the Project Instruments and software compliance with C.R.S. § 24-85-101, and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to C.R.S. § 24-85-103 (2.5).

26. Data Privacy. Professional will comply with all applicable data privacy regulations and laws, specifically including Colorado's Privacy Act C.R.S. § 6-1-1301 et. seq. (the Privacy Act). Professional shall ensure that each person processing any personal data connected to the Services is subject to a duty of confidentiality with respect to the data. If applicable, Professional shall require that any subcontractors meet the obligations of Professional with respect to any personal data connected to this Agreement and corresponding Work Orders. The Parties agree that upon termination of the Services that Professional shall, at the City's choice, delete or return all personal data to the City unless retention of the personal data is required by law. Professional shall make available to the City all information necessary to demonstrate compliance with the obligations of the Privacy Act. Professional shall allow for, and contribute to, reasonable audits and inspections by the City or the City's designated auditor.
27. Governmental Immunity Act. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the notices, requirements, immunities, rights, benefits, protections, limitations of liability, and other provisions of the Colorado Governmental Immunity Act, C.R.S. § 24-10-101 and under any other applicable law.
28. Colorado Open Records Act. Professional acknowledges that the City is a governmental entity subject to the Colorado Open Records Act, C.R.S. § 24-72-200, *et seq.* (CORA), and documents in the City's possession may be considered public records subject to disclosure under the CORA. The parties agree that this Agreement, all incorporated Exhibits, and all future Work Orders, unless specifically marked as Confidential, are considered public records under the CORA.
29. Delay. Time is of the essence. Subject to Force Majeure section of this Agreement, if the Professional is temporarily delayed in whole or in part from performing its obligations, then the Professional shall provide written notice to the City within two (2) business days defining the nature of the delay. Provision of written notice under this Section shall not operate as a waiver of any rights or benefits provided to the City under this Agreement.
30. Force Majeure. No party hereto shall be considered in default in the performance of an obligation hereunder to the extent that performance of such obligation is delayed, hindered, or prevented by force majeure. Force majeure shall be any cause beyond the control of the party that could not reasonably have been foreseen and guarded against. Force majeure includes, but is not limited to, acts of God, fires, riots, pandemics, incendiarism, interference

by civil or military authorities, compliance with regulations or orders of military authorities, and acts of war (declared or undeclared), provided the cause could not have been reasonably foreseen and guarded against by the affected party. Force majeure shall not include increases in labor, commodity, utility, material, supply, fuel, or energy costs, or compliance with regulations or orders of civil authorities. To the extent that the performance is actually prevented, the Professional must provide notice to the City of such condition within ten (10) days from the onset of the condition.

31. Special Provisions. Special provisions or conditions relating to the Service(s) to be performed pursuant to this Agreement are set forth in Exhibit F - Confidentiality, consisting of four (4) pages, attached hereto and incorporated herein by this reference.
32. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, the conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority:
 - a. The body of this Agreement (and any written amendment),
 - b. Exhibits to this Agreement,
 - c. Work Order(s) (and any applicable Change Order), and
 - d. the Purchase Order document.
33. Prohibited Terms. Nothing in any Exhibit, Work Order, or other attachment shall be construed as a waiver of any provision above. Any terms included in any Exhibit, Work Order, or other attachment that requires the City to indemnify or hold Professional harmless; requires the City to agree to binding arbitration; limits Professional's liability; or that conflicts with statute, City Charter or City Code in any way, shall be void.

[Signature Page Follows]



THE CITY OF FORT COLLINS, COLORADO

By: _____
Jake Rector
Interim Purchasing Director

Date: _____

ATTEST:

APPROVED AS TO FORM:

PROFESSIONAL'S NAME

By: _____

Printed: _____

Title: _____

Date: _____



EXHIBIT A WORK ORDER FORM

PURSUANT TO A PROFESSIONAL MASTER SERVICES AGREEMENT BETWEEN
THE CITY OF FORT COLLINS
AND
PROFESSIONAL

WORK ORDER NUMBER: _____

PROJECT TITLE: _____

ORIGINAL BID/RFP NUMBER & NAME: 10328 Design Services – North Mason Stormwater Outfall

PROFESSIONAL MASTER SERVICES AGREEMENT EFFECTIVE DATE: Original Contract Date

WORK ORDER COMMENCEMENT DATE: _____

WORK ORDER COMPLETION DATE: _____

MAXIMUM FEE (time and reimbursable direct costs): _____

PROJECT DESCRIPTION/SCOPE OF SERVICES: _____

Professional agrees to perform the Service(s) identified above and on the attached forms in accordance with and subject to the terms and conditions contained herein and in the Master Services Agreement (Agreement) between the parties. This Work Order is incorporated into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect. In the event of a conflict between or ambiguity in the terms of the Agreement and this Work Order (including the attached forms) the Agreement as set forth in the Order of Precedence section of the Agreement shall control.

Pricing stated on this Work Order shall be consistent with the pricing in the Agreement or subsequent renewals as of the Work Order commencement date and will be held firm through completion of this Work Order.

The attached forms consisting of [choose # of pages] are hereby accepted and incorporated herein and Notice to Proceed is hereby given after all parties have signed this document.

PROFESSIONAL: _____
Name, Title

Date: _____

ACCEPTANCE: _____
Name, City Project Manager

Date: _____

REVIEWED: _____
Name, Buyer or Senior Buyer

Date: _____

ACCEPTANCE: _____
Jake Rector, Purchasing Manager
, Purchasing Director (if greater than \$300,000)

Date: _____



EXHIBIT B GENERAL SCOPE OF WORK



**EXHIBIT C
CHANGE ORDER
NO.**

PROJECT TITLE:

PROFESSIONAL: [Company Name]

WORK ORDER NUMBER:

PO NUMBER:

ORIGINAL BID/RFP NUMBER & NAME: 10328 Design Services – North Mason Stormwater Outfall

DESCRIPTION:

1. Reason for Change: Why is the change required?
2. Description of Change: Provide details of the changes to the Work
3. Change in Work Order Price:
4. Change in Work Order Time:

ORIGINAL WORK ORDER PRICE	\$.00
TOTAL APPROVED/PENDING CHANGE ORDERS		.00
TOTAL THIS CHANGE ORDER		.00
TOTAL CHANGE ORDER % OF ORIGINAL WORK ORDER		%
ADJUSTED WORK ORDER COST	\$.00

PROFESSIONAL: _____ Date: _____
Name, Title

ACCEPTANCE: _____ Date: _____
Name, City Project Manager

REVIEWED: _____ Date: _____
Name, Buyer or Senior Buyer

ACCEPTANCE: _____ Date: _____
Jake Rector, Interim Purchasing Director (if greater than \$60,000)



EXHIBIT D COMPENSATION

The following pricing shall remain fixed for the initial term of this Agreement. Any applicable price adjustments may only be negotiated and agreed to in writing at the time of renewal.

EXHIBIT E INSURANCE REQUIREMENTS

The Professional will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Professional shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies.

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Professional, insurance as the City may deem proper and may deduct the cost of the insurance from any monies which may be due or become due the Professional under this AGREEMENT.

Insurance certificates should show the certificate holder as follows:

City of Fort Collins
Purchasing Division
PO Box 580
Fort Collins, CO 80522

The City, its officers, agents and employees shall be named as additional insureds on the Professional's general liability and automobile liability insurance policies by marking the appropriate box or adding a statement to this effect on the certificate, for any claims arising out of work performed under this Agreement.

Insurance coverages shall be as follows:

- A. Workers' Compensation & Employer's Liability. The Professional shall maintain Worker's Compensation and Employer's Liability insurance during the life of this Agreement for all of the Professional's employees engaged in work performed under this Agreement. Workers' Compensation & Employer's Liability insurance shall conform with statutory limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee, or as required by Colorado law.
- B. General Liability. The Professional shall maintain during the life of this Agreement General Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for General Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- C. Automobile Liability. The Professional shall maintain during the life of this Agreement Automobile Liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a (broad form) basis. The amount of insurance for Automobile Liability shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.
- D. Errors and Omissions. The Professional shall maintain errors and omissions insurance in the amount of \$1,000,000.

EXHIBIT F CONFIDENTIALITY

IN CONNECTION WITH THE SERVICES to be provided by Professional under this Agreement, the parties agree to comply with reasonable policies and procedures with regard to the exchange and handling of confidential information and other sensitive materials between the parties, as set forth below.

1. Definitions.

For purposes of this Agreement, the party who owns the referenced information and is disclosing same shall be referenced as the "Disclosing Party." The party receiving the Disclosing Party's information shall be referenced as the "Receiving Party."

2. Confidential Information.

Confidential Information controlled by this Agreement refers to information that is not public and/or is proprietary, including but not limited to location information, network security system, business plans, formulae, processes, intellectual property, trade secrets, designs, photographs, plans, drawings, schematics, methods, specifications, samples, reports, mechanical and electronic design drawings, customer lists, financial information, studies, findings, inventions, ideas, City customer identifiable information (including account, address, billing, consumption, contact, and other customer data), utility metering data, service billing records, customer equipment information.

To the extent practical, Confidential Information shall be marked "Confidential" or "Proprietary." Nevertheless, Professional shall treat as Confidential Information all customer identifiable information in any form, whether or not bearing a mark of confidentiality or otherwise requested by the City, including but not limited to the non-exclusive list of Confidential Information above. In the case of disclosure in non-documentary form of non-customer identifiable information, made orally or by visual inspection, the Disclosing Party shall have the right, or, if requested by the Receiving Party, the obligation to confirm in writing the fact and general nature of each disclosure within a reasonable time after it is made in order that it is treated as Confidential Information. Any information disclosed to the other party before the execution of this Agreement and related to the services for which Professional has been engaged shall be considered in the same manner and be subject to the same treatment as the information disclosed after the execution of this Agreement with regard to protecting it as Confidential Information.

3. Use of Confidential Information.

Receiving Party hereby agrees that it shall use the Confidential Information solely for the purpose of performing its obligations under this Agreement and not in any way detrimental to Disclosing Party. Receiving Party agrees to use the same degree of care Receiving Party uses with respect to its own proprietary or confidential information, which in any event shall result in a reasonable standard of care to prevent unauthorized use or disclosure of the Confidential Information. Except as otherwise provided herein, Receiving Party shall keep confidential and not disclose the Confidential Information. The City and Professional shall cause each of their directors, officers, employees, agents, representatives, and subcontractors to become familiar with, and abide by, the terms of this Exhibit, which shall survive this Agreement as an on-going obligation of the Parties.

Professional shall not use such information to obtain any economic or other benefit for itself, or any third party, other than in the performance of obligations under this Agreement.

4. Exclusions from Definition.

The term "Confidential Information" as used herein does not include any data or information which is already known to the Receiving Party or which before being divulged by the Disclosing Party: (a) was generally known to the public through no wrongful act of the Receiving Party; (b) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without, to the knowledge of the Receiving Party, a breach of an obligation of confidentiality; (c) has been approved for release by a written authorization by the other party hereto; or (d) has been disclosed pursuant to a requirement of a governmental agency or by operation of law, subject to Paragraph 5 below.

5. Required Disclosure.

Notwithstanding Paragraph 4(d) above, if the Receiving Party receives a request (by interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process, or by federal, state, or local law, including without limitation, the Colorado Open Records Act) to disclose any Confidential Information, the Parties agree the Receiving Party will provide the Disclosing Party with immediate notice of such request, so the Disclosing Party may seek an appropriate protective order before disclosure or waive the Receiving Party's compliance with this Exhibit.

The Receiving Party shall furnish a copy of this Exhibit with any disclosure.

Notwithstanding this Paragraph 5, Receiving Party shall not disclose Confidential Information to any person, directly or indirectly, nor use it in any way, except as required by law or authorized in writing by Disclosing Party.

6. Red Flags Rules.

If applicable, Professional must implement reasonable policies and procedures to detect, prevent and mitigate the risk of identity theft in compliance with the Identity Theft Red Flags Rules found at 16 Code of Federal Regulations part 681. Further, Professional must take appropriate steps to mitigate identity theft if it occurs with any of the City's covered information and must notify the City in writing within twenty-four (24) hours of discovery of any breaches of security or Red Flags to the City.

7. Data Protection and Data Security.

Professional shall have in place information security safeguards designed to conform to or exceed industry best practices regarding the protection of the confidentiality, integrity and availability of Confidential Information and shall have written agreements requiring any subcontractor to meet those standards. These information security safeguards (the "Information Security Program") shall be materially consistent with, or more stringent than, the safeguards described in this Exhibit.

(a) Professional's information security safeguards shall address the following elements:

- Data Storage, Backups and Disposal
- Logical Access Control (e.g., Role-Based)
- Information Classification and Handling
- Secure Data Transfer (SFTP and Data Transfer Specification)
- Secure Web Communications

- Network and Security Monitoring
 - Application Development Security
 - Application Security Controls and Procedures (User Authentication, Security Controls, and Security Procedures, Policies and Logging)
 - Incident Response
 - Vulnerability Assessments
 - Hosted Services
 - Personnel Security
- (b) Subcontractors. Professional may use subcontractors, though such activity shall not release or absolve Professional from the obligation to satisfy all conditions of this Agreement, including the data security measures described in this Exhibit, and to require a substantially similar level of data security, appropriate to the types of services provided and Confidential Information received, for any subcontractor Professional may use. Accordingly, any release of data, confidential information, or failure to protect information under this Agreement by a subcontractor or affiliated party shall be attributed to Professional and may be considered to be a material breach of this Agreement.
8. Information Storage. Confidential Information is not to be stored on any local workstation, laptop, or media such as CD/DVD, USB drives, external hard drives or other similar portable devices unless the Professional can ensure security for the Confidential Information so stored. Workstations or laptops to be used in the Services will be required to have personal firewalls on each, as well as have current, active anti-virus definitions.
9. Continuing Obligation. The agreement not to disclose Confidential Information as set forth in this Exhibit shall apply during the term of the Services and or Agreement and at any time thereafter unless specifically authorized by the City in writing.
10. Termination Remedy. If Professional breaches any of the terms of this Exhibit, in the City's sole discretion, the City may immediately terminate this Agreement and withdraw Professional's right to access Confidential Information.
11. Return of Information. Notwithstanding any other provision of this Agreement to provide Project Instruments and work product, all material, i.e., various physical forms of media in which Confidential Information is stored, including but not limited to writings, drawings, tapes, diskettes, prototypes or products, shall remain the sole property of the Disclosing Party and, upon request, shall be promptly returned, together with all copies thereof to the Disclosing Party. Upon return of such materials, all digital and electronic data shall also be deleted in a non-restorable way by which it is no longer available to the Receiving Party. Upon Disclosing Party's request, written verification of the deletion (including date of deletion) is to be provided to the Disclosing Party within ten (10) days after completion of engagement, whether it be via termination, completion or otherwise.
12. Injunctive Relief. Professional Receiving Party acknowledges that the Disclosing Party may, based upon the representations made in this Agreement, disclose security information that is critical to the continued success of the Discloser's business. Accordingly, Receiving Party agrees that the Disclosing Party does not have an adequate remedy at law for breach of this Agreement and therefore, the Disclosing Party shall be entitled, as a non-exclusive remedy,

and in addition to an action for damages, to seek and obtain an injunction or decree of specific performance or any other remedy, from a court of competent jurisdiction to enjoin or remedy any violation of this Agreement.