City of Fruita

Pre-Approved Accessory Dwelling Unit Library

Request for Qualifications

Responses Due:

November 16, 2026, before 2:30 PM (MST)

Purchasing Agent:

MacKenzie Erickson, Procurement and Contracts Specialist

merickson@fruita.org

970-858-3663 x 6054

REQUEST FOR QUALIFICATIONS

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SECTION 1.0 Administrative Information and Conditions for Submittal

1.1 Introduction & General Background

The City of Fruita (the "City") is requesting qualifications from licensed architectural and engineering firms to design a diverse library of approximately five (5) stick-built, detached Accessory Dwelling Unit (ADU) plans which will include a minimum of one (1) accessible or visitable ADU design. All statements of qualifications shall be submitted and received no later than 2:30 PM (MST) on November 16, 2026 (the "Submission Deadline"). Each qualified professional firm or group of qualified professional firms submitting a Statement of qualifications pursuant to this Request for Qualifications ("RFQu") is hereafter referred to as an "Offeror" and all such qualified contractors are collectively hereafter referred to as "Offerors." Statements of qualifications submitted by Offerors pursuant to this RFQu are hereafter referred to as "SOQs" and each is referred to as an "SOQ".

Electronic SOQs will be accepted through BidNet Direct's Rocky Mountain E-Purchasing System ("RMEPS"). https://www.bidnetdirect.com/colorado. (City does not have access to or control over the vendor side of RMEPS, and City makes no representation or warranty concerning the operability or accessibility of RMEPS. If website accessibility or operability or other problems with RMEPS arise during SOQ submission, the Offerors MUST contact BidNet Direct to resolve the issue prior to the Submission Deadline. The Submission Deadline will not be changed or extended due to any issues or problems with SOQ submission, through RMEPS or otherwise. Should any such issues or problems arise, contact BidNet Direct at 800-835-4603.)

1.2 Public Opening

SOQ(s) shall be opened publicly in a virtual meeting following the SOQ deadline. Offerors, representatives, and interested persons may be present. SOQs shall be received and acknowledged. Only the company name(s) and business location of the proposing Offeror(s) will be disclosed.

Solicitation Opening, Pre-Approved Accessory Dwelling Unit Library, RFQu-COF-14-26

November 16, 2026, 2:30 – 3:00 PM (America/Denver)

Please join the meeting from a computer, tablet, or smartphone.
https://us02web.zoom.us/j/83432997883?pwd=fWEk4x5GzbbmMJa5tAeOCKhHdfM96d.1

Meeting ID: 834 3299 7883
Passcode: 525074

Dial by your location
- +1 719 359 4580 US
- +1 346 248 7799 US (Houston)
- +1 669 444 9171 US
- +1 669 900 9128 US (San Jose)

- +1 253 205 0468 US
- +1 253 215 8782 US (Tacoma)
- +1 564 217 2000 US
- +1 646 558 8656 US (New York)
- +1 646 931 3860 US
- +1 689 278 1000 US
- +1 301 715 8592 US (Washington DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (Chicago)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US

1.3 Compliance

All Offerors agree and shall agree to comply with all conditions, requirements, and instructions of this RFQu as stated herein or otherwise implied hereby. Should City omit anything from this RFQu that is necessary to the clear understanding of the scope of services, deliverables, or requirements set out herein, or should it appear that various instructions in this RFQu are in conflict, an Offeror must secure instructions or clarifications from City's Purchasing Division (which may be contacted at: MacKenzie Erickson, City Procurement and Contracts Specialist, merickson@fruita.org) prior to the Submission Deadline. In no circumstance will the Submission Deadline be changed or extended due to omissions or conflicts herein.

1.4 Confidential Material

All materials submitted in response to this RFQu shall ultimately become public record and shall be subject to inspection after contract award. "Proprietary or Confidential Information" is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words "Confidential Disclosure" and uploaded as a separate document shall be considered as potentially proprietary under the Colorado Open Records Act ("CORA"), C.R.S. §§ 24-72-200.1 *et seq.*. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the City as confidential. If denied, the Offeror shall have the opportunity to withdraw its entire SOQ, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total SOQ shall be considered confidential or proprietary.

1.5 SOQ Ownership

All SOQs submitted pursuant to this RFQu become the property of City upon receipt, and an SOQ shall only be returned to an Offeror at City's option. Selection or rejection of an SOQ shall not affect this right. City shall also have the right to use or appropriate all ideas or adaptations of ideas contained in any SOQ, subject only to the limitations outlined in Section 6.21 hereto (titled "Confidential and Proprietary Information"). Disqualification or rejection of a SOQ does not eliminate City's right of ownership therein.

1.6 Minimal Standards for Responsible Prospective Offerors

In submitting an SOQ, an Offeror must be able to demonstrate its ability to responsibly perform and comply with the scope of services, deliverables, requirements, and obligations set out in this RFQu. Accordingly, in submitting an SOQ, an Offeror must demonstrate or establish that such Offeror:

- Has adequate financial resources, or the ability to obtain such financial resources, as necessary to responsibly perform the Services (defined below) or otherwise comply with the scope of services, deliverables, requirements, and obligations set out herein.
- Is able to comply with the required or proposed completion schedule of the Services (defined below).
- Has a record of performance that is satisfactory to City.
- Has a record of integrity and ethics that is satisfactory to City.
- Is otherwise qualified and eligible to have its SOQ be selected by City and enter into a contract with City for the completion of the Services (defined below).

1.7 Nonconforming Terms and Conditions

An SOQ that includes terms and conditions that do not conform to all the terms and conditions, or any of them, required by or included in this RFQu is subject to rejection by City as being non-responsive. City reserves the right to permit an Offeror to withdraw nonconforming terms and conditions from its SOQ prior to a determination by City of SOQ non-responsiveness based on the inclusion or submission of terms and conditions that are nonconforming with this RFQu. Alternatively, in the event City rejects an SOQ for being non-responsive to this RFQu, City may elect, in its sole discretion, to allow the Offeror of such rejected SOQ to submit a new SOQ that conforms to and satisfies all the terms and conditions required by and included in this RFQu.

1.8 Exceptions and Substitutions

All SOQs meeting the intent of this RFQu will be considered for award. An Offeror taking exception to the specifications does so at the Offeror's risk. The City reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, the Offeror must state any exception(s) in the section to which the exception(s) pertain(s). Exception/substitution, if accepted, must meet, or exceed the stated intent and/or specification(s). The absence of stated exception(s) indicates that the Offeror has not taken exception(s), and if awarded a Contract, shall hold the Offeror responsible for performing in strict accordance with the Contract Documents.

1.9 Open Records

All Offerors acknowledge and agree that all SOQs, and any of them, shall be open for public review and inspection after an SOQ is selected by City and a contract for the completion of the Services (defined below) is entered. Trade secrets and confidential information contained in an SOQ and so identified by the Offeror that submitted such SOQ shall be treated as confidential by the City to the extent allowed under the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 – 24-72-206.

1.10 Sales Tax

Under relevant law, City is generally exempt from the Colorado sales tax and the federal excise tax; therefore, all fees defined in or related to this RFQu or the Services (defined below) do not and shall not include or reflect taxes.

1.11 Questions and Addenda

Questions about this RFQu or the Services will be accepted until November 4, 2026, at 3:00 PM (MDT);

Addenda to this RFQu, if any, will all be issued by November 9, 2026, by 4:00 PM (MDT).

RFQu Questions:
MacKenzie Erickson, Procurement and Contracts Specialist
merickson@fruita.org

All questions, inquiries, comments, or communications pertaining to this RFQu or any SOQ (whether regarding the SOQ preparation or submission process, Services (defined below) specifications or scope, or otherwise) must be directed (in writing) to merickson@fruita.org. Communicating directly with City's Project Manager (defined below) for the Services (defined below) is not appropriate during the public procurement and SOQ submission or review process, and doing so may result in disqualification of an Offeror or rejection of an SOQ.

Any interpretations, corrections, or changes to this RFQu, or extensions of or changes to the Submission Deadline, shall be made by way of written addenda to the RFQU drafted and adopted by City. Sole authority to authorize such addenda shall be vested in City's Purchasing Representative. Addenda to the RFQu will be issued electronically through RMEPS (available at www.bidnetdirect.com/colorado) and on City's website, accessible at Fruita.org. **An Offeror must acknowledge receipt of all addenda to this RFQu in its SOQ.**

1.12 City Oversight

The Planning Director will be responsible for management of the Services on behalf of City (the "Project Manager"). City will provide reasonable assistance to the Offeror of the accepted SOQ in the scheduling of meetings, interpreting City's policy and procedural requirements that relate to or affect the Services (defined below), researching City's internal documents, and coordinating with outside agencies and City staff; provided, however City's foregoing commitments will not limit Offeror's requirements or obligations to complete the Services (defined below) or to complete and render the services and requirements set forth in this RFQu and in all agreements between City and such Offeror regarding the Services. City will rely on the personnel, experience, and expertise of the Offeror of the accepted SOQ to ensure all necessary components of the Services (defined below) and the scope of services and requirements set forth in this RFQu and in all agreements between City and such Offeror related to the Services are completed.

SECTION 2.0 SPECIFICATIONS/SCOPE OF SERVICES

2.1 Background and Scope of Services

The City is requesting qualifications from licensed architectural and engineering firms to design a diverse library of approximately five (5) stick-built, detached Accessory Dwelling Unit (ADU) plans which will include a minimum of one (1) accessible or visitable ADU design.

The City of Fruita was awarded an affordable housing grant by the Colorado Department of Local Affairs (DOLA) to help pay for a portion of this project. The primary goal of this project is to increase residential density within established neighborhoods while actively adding to Fruita's affordable housing stock. The City intends to purchase the full rights to the plans which will be hosted in a public library for any member of the general public to download, print, reproduce, and use free of charge to build an ADU on their property. This pre-approved library will assist with the implementation of the Fruita ADU Fee Waiver Program to lower barriers to entry for local property owners. We are looking for high-level architectural creativity capable of delivering designs that beautifully reflect the values, vibrant outdoor community character, and distinct aesthetic of the City of Fruita while providing for the most affordable cost of construction.

The total budget for the awarded agreement for architectural and engineering services is $100,000.00. The City anticipates that plans will be completed within three to five months of the agreement's execution, with a firm deadline of May 31, 2027, for the submission of all plans. The City will have a fee waiver program that will expire at the end of 2027, so ensuring that all plans are available by May 31, 2027, will provide applicants with sufficient time to take advantage of the fee waiver program before it expires.

The deliverables to be negotiated with the awarded Offeror:

- Plan Library Requirements: The City is requesting approximately five (5) unique plan configurations for the following:

UNIT TYPE	NUMBER OF PLANS
Studio Unit Plan	1
One Bedroom Unit Plans	2
Two Bedroom Unit Plans	2

- The selected firm will deliver a comprehensive, public-use design library. All final products, packages, and underlying source files created under this contract will become the sole property of the City of Fruita for public dissemination without restriction.
- Architectural Ready-to-Build Packages: Complete permit-ready sets for all five (5) approved designs. All plan packages must be engineered in accordance with the 2024 International Building Code (IBC), 2024 International Residential Code (IRC), 2021 International Energy Conservation Code (IECC), 2024 International Plumbing Code (IPC) and the 2026 National Electric Code (NEC). No individual plan configuration shall exceed 1,000 square feet in size. Strictly capped at a vertical height of 16 feet to align with the Fruita Land Use Code residential zoning requirements.
- At least one (1) plan must be an accessible or visitable ADU design.

- Multiple visual renderings of each plan with different finishes.
- Comprehensive Plan Sets: Fully detailed construction documentation including civil/site guidance, structural components, electrical pathways, and plumbing layouts.
- Printability & Reproducibility Standards: All electronic documents must be delivered in unencrypted, non-password-protected, scalable, high-resolution formats explicitly optimized for both digital viewing and clear, large-scale blueprint printing.
- File Deliverables: Final delivery must include print-ready and reproducible PDFs, alongside fully layered and editable AutoCAD/Revit source files.
- Cost of Construction: The City is also requesting that each plan come with a cost to construct and materials estimate.

SECTION 3.0 PREPARATION AND SUBMITTAL OF SOQs

3.1 Required Submittals and SOQ

Interested companies or firms shall submit SOQs that clearly demonstrate their ability to provide services as outlined above (the "Services"). **Pricing is not to be included with this SOQ submittal**. SOQs shall be organized in the order listed below to facilitate fair and equitable evaluation of the responses. An electronic copy of the SOQ shall be submitted and include:

i. **Cover Letter** – A letter of interest expressing Offeror's interest in the Services. Include in such letter of interest a statement regarding Offeror's time and ability to commit key personnel to the Services during the City's need for conceptual plans as budgeted. The letter of interest should also include the name, address, and phone number of the person who will be authorized to make a presentation to City concerning the SOQ on behalf of Offeror.

ii. **Company Qualifications, Relevant Services Experience & References** – A summary of previous work completed by Offeror and similar to the City's need for Accessory Dwelling Unit plans. Such summary should include at least three (3) specific examples of relevant project experience in Colorado. The summary should also include the dates of completion of such prior, similar projects and the deliverables achieved for such prior projects. In addition to a summary, include a list with a minimum of three (3) references including email addresses, phone numbers, and physical addresses for all such references.

iii. **Development Plan Approach (Strategy and Implementation)** – Describe the Offeror's interpretation of the City's objectives with regard to this RFQu. Describe the proposed strategy and/or plan for achieving the objectives of this RFQu. The Offeror may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy Section 2.0 Specifications/Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully completed. **A minimum of two (2) examples of actual ADU plans or similar compact residential footprints previously**

designed by the firm that showcase highly creative, visually striking, and character-rich architectural design must be included.

iv. **Staff Team and Organization** – Provide a list of the Project Manager(s) and all key personnel to be utilized on the project, including a description of their qualifications and skills (also include any sub- consultants on the project). Include respective job titles, timelines of employment with Offeror, and experience with projects similar to the Services.

v. **Solicitation Response Form** – A completed and signed copy of the Solicitation Response Form found at the end of this RFQu.

SECTION 4.0 EVALUATION CRITERIA AND FACTORS

4.1 Method of Evaluation, Limitation and Award

SOQs will be evaluated by City in accordance with the criteria and procedures outlined herein. The following parameters will be used to evaluate SOQs (with the weighted values noted below): the rating scale applied to each of the following qualifications and standards shall be from zero (0) to three (3), with zero (0) being does not meet qualifications, one (1) being a poor rating, two (2) being an average rating, and three (3) being an outstanding rating.

WEIGHTING VALUES	QUALIFICATION	STANDARD
40%	Specialized Experience and Technical Competence of Team	What is the background and what are the qualifications of the Offeror? Does the Offeror have previous experience with similar projects? Do the project managers and key personnel of the Offeror have that same experience? How many years has the Offeror been in the business?
40%	Proposed Methodology	Does the Offeror cover all aspects of the scope and what is their overall approach to the tasks? Do they have adequate and appropriate staffing? Do they have a documentation process for the work schedule and completed work? Did they include the minimum of two (2) examples of actual ADU plans or similar compact residential footprints and do those align with the objectives of the City?
20%	Performance Record and References	Did the Offeror provide references? Does the Offeror have a good record with those references and the City of Fruita?

City may undertake negotiations with the Offeror that submits the top-rated SOQs based on the evaluation criteria and factors in this RFQu, and City will not negotiate with Offerors of lower-rated SOQs unless negotiations with Offerors of higher-rated SOQs are unsuccessful and terminated. City reserves the right to reject any and all SOQs.

4.2 Method of Evaluation, Limitation and Award

4.2.1 Method of Evaluation

A committee designated by City (the "Evaluation Committee") will select an SOQ and Offeror using a three-step process more fully explained below. The Evaluation Committee will be comprised of to-be-determined City staff members.

First Step: Evaluation and Short List Selection

The Evaluation Committee will initially review and select SOQs based on the following criteria reflecting and incorporating the foregoing qualifications and standards:

- Experience and qualifications of Offeror;
- Ability of Offeror to perform Services outlined in this RFQu; and
- Offeror references.

The Evaluation Committee shall rank all Offerors and their corresponding SOQ based on the information provided in the respective SOQ and any additional or follow-up information requested of Offerors and provided to the Evaluation Committee. Following such ranking, a list of no more than five qualifying Offerors will be created (the "Offeror List").

Second Step: Interviews/Presentations from Selected Firms

The Evaluation Committee will conduct interviews with, and review presentations by, two or more Offerors from the Offeror List concerning their respective SOQs as part of the Evaluation Committee's SOQ evaluation process.

Third Step: Retention

One Offeror will be selected from the Offeror List (as City may revise or change the same), and any revisions to the scope of Services work will be discussed with such selected Offeror along with Services cost.

4.2.2 Limitation and Award

This RFQu does not commit City to enter or grant a contract to complete the Services to any Offeror, and this RFQu does not obligate City to pay any costs incurred by an Offeror in the preparation and submission of an SOQ. City reserves the right to cancel or change this RFQu at any time.

4.3 Proposed Timeline and Contract

RFQu Issued	October 14, 2026
Deadline for Questions	November 4, 2026, by 3:00 PM
Addenda Posted	November 9, 2026, by 4:00 PM
SOQ Submission Deadline	November 16, 2026, at 2:30 PM
Interviews (Tentative)	November 30 – December 4, 2026
Tentative Award	December 11, 2026
Tentative Contract Start	As soon as possible
Designs Completed	May 31, 2027

SECTION 5.0 INSURANCE REQUIREMENTS

5.1 Insurance Requirements

Offeror agrees to procure and maintain, at its own cost, the following policy, or policies of insurance upon or prior to entering the Services Contract. Offeror shall not be relieved of any liabilities, claims, demands, or other obligations assumed pursuant to the Services Contract by reason of Offeror's failure to procure or maintain any such policy or policies, or by reason of Offeror's failure to procure or maintain insurance in sufficient amounts, durations, or types.

Offeror shall procure and maintain, and Offeror shall cause each subcontractor hired or retained by Offeror for the Services to procure and maintain, or Offeror shall alternatively ensure the activities of its subcontractors under Consultant's own policies for, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to City in its sole discretion. All coverages shall be continuously maintained from the date of commencement of services under this RFQu or the Services Contract as City may elect. In the case of any claims-make policy, Consultant shall procure the retroactive dates and extended reporting periods necessary to maintain continuous coverage.

Workers' Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Services work under this RFQu or the Services Contract, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,00) disease - each employee.

Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) in the aggregate. Such policy shall be applicable to all premises and operations of Contractor. Additionally, such policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Such policy shall also include coverage for explosion, collapse, and underground hazards and contain a severability of interests provision.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) in the aggregate with respect to each of Contractor's owned, hired and/or non-owned vehicles assigned to or used in the performance of Project work. Such policy shall contain a severability of interests provision.

Professional Liability & Errors and Omissions Insurance policy with a minimum of ONE MILLION DOLLARS ($1,000,000) per claim. This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation. The policy shall contain a severability of interests provision.

The policies required above, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include the City, and its officers and employees, as additional insureds. Every policy required above shall be

primary insurance, and any insurance carried by the City, its officers, or its employees, shall be excess and not contributory insurance to that provided by Offeror. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. The Offeror shall be solely responsible for any deductible losses under each of the policies required above.

Failure on the part of the Offeror to procure or maintain policies providing the required coverages, conditions, and minimum limits shall constitute a material breach of contract upon which the City may immediately terminate the contract, or at its discretion may procure or renew any such policy or any extended reporting period thereto and may pay any and all premiums in connection therewith, and all monies so paid by the City shall be repaid by Offeror to the City upon demand, or the City may offset the cost of the premiums against any monies due to Offeror from the City.

SECTION 6.0 GENERAL CONTRACT TERMS AND CONDITIONS

6.1 Acceptance of RFQu Terms

An SOQ submitted in response to this RFQu shall constitute a binding offer by the submitting Offeror. Acknowledgment of this condition must be indicated in such SOQ's Cover Letter, and the acknowledgement must be given by an officer or employee of the submitting Offeror legally authorized to execute contracts on behalf of such Offeror. An SOQ submitted in response to this RFQu shall constitute acceptance by the submitting Offeror of all terms and conditions set forth herein. An Offeror must identify clearly and conspicuously in its SOQ any variations between such SOQ and the City's requirements in this RFQu. Failure to identify such variations in an SOQ shall be deemed a waiver by the submitting Offeror of any right to subsequently modify the terms of performance specified in the SOQ or set out in this RFQu, except as otherwise outlined or specified herein.

6.2 Execution, Correlation, Intent, and Interpretations

Contract documents for the Services shall be signed by City and the Offeror that submits that SOQ ultimately selected by the City and Evaluation Committee for completion of the Services (together, the "Services Contract"). By executing the Services Contract, such Offeror (in the capacity of Offeror of the accepted SOQ, and as party to the Services Contract, hereinafter the "Consultant") shall represent and warrant that it has familiarized itself with the local conditions under which the Services work is to be performed and correlated their observations of such local conditions with the requirements of the Services Contract. All documents that comprise the Services Contract are complementary, and what is required by any party to the Services Contract shall be binding as if required by or imposed on all parties thereto. The intention of and with the Services Contract is to include and cover all labor, services, and other items necessary for the proper execution and completion of the Services as defined and contemplated in this RFQu and any documents, drawings, and specifications related or attached hereto or incorporated or referred to herein. All documents, drawings, and specifications furnished by City for, under, or in relation to this RFQu and the Services are and shall remain City property. Such documents, drawings, and specifications are not to be used on any Services or undertaking except for the Services.

6.3 Assignment

No Offeror shall sell, assign, transfer, or convey its SOQ, and Consultant shall not sell, assign, transfer, or convey the Services Contract or any other document, drawing, or specification arising under, relating to, or resulting from the Services Contract or this RFQu, in whole or in part, without the prior written approval of City

6.4 Compliance with Laws

All SOQs, and the Services Contract, must comply with all federal, state, county, and local laws that govern or relate to this RFQu, the Services Contract, or the Services, and all the foregoing, and the SOQs and the Services Contract must satisfy all Americans with Disabilities Act ("ADA") requirements. By submitting an SOQ and entering the Services Contract, Consultant warrants that it is qualified to assume the responsibilities and render the services described in this RFQu and the Services Contract, that Consultant has all requisite corporate authority and professional licenses necessary to enter the Services Contract and complete the Services, and that Consultant is in good standing and authorized to conduct business in the State of Colorado as required by law.

6.5 Disbarment/Suspension

Consultant, by submitting an SOQ and entering the Services Contract, certifies and warrants and shall certify and warrant that Consultant is not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by or with any government department or agency.

6.6 Conflict of Interest

No public official or City employee shall have a personal or proprietary interest in the Services Contract, this RFQu, any SOQ, or any contract or agreement arising under or resulting from this RFQu.

6.7 Contract

This RFQu, and any and all documents and agreements related hereto or submitted herewith, and any negotiations related to any of the foregoing, when properly accepted by City, shall constitute a contract equally binding by and between City and an Offeror. The foregoing shall represent the entire and integrated agreement between City and an Offeror regarding this RFQu; provided, however, the Services Contract, and all document and agreements related thereto or arising thereunder, shall supersede all prior negotiations, representations, or agreements, either written or oral, regarding the Services, including Consultant's SOQ. Notwithstanding the foregoing, the Services Contract, and the documents and agreements related thereto or arising thereunder, may collectively or individually be amended or modified with or by way of change orders, field orders, or amendments executed or otherwise approved by City.

6.8 Cancelation of Solicitation

Any SOQ may be canceled or rejected in whole or in part by City, and City may also reject or refuse, in whole or in part, any response given by an Offeror pursuant to a request for information or clarification by City concerning an SOQ. City may exercise the foregoing rights, and any of them, as and when deemed necessary or prudent by City in its sole discretion.

6.9 Contract Termination

The Services Contract shall remain in effect until the earlier of any of the following: (1) the Services Contract expires by its terms; (2) City and Consultant enter into one or more new or replacement contracts that supersede the Services Contract; (3) acceptance by City of all Services work; or (4) the Services Contract is terminated by City or by Consultant, in accordance with the terms of the Services Contract, by way of a written notice of cancellation or similarly styled notice that states the reasons for such cancellation and the effective date of cancellation, which date must be at least thirty days after such notice of cancellation is provided or submitted to the non-terminating party.

6.10 Employment Discrimination

By submitting an SOQ and entering the Services Contract, Consultant agrees, at all times the Services Contract is in effect or otherwise outstanding or Services work is ongoing, to all the following conditions:

Consultant shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of Consultant.

Consultant shall post in conspicuous places, visible to Consultant's employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

Consultant shall, in all solicitations or advertisements for employees placed by or on behalf of Consultant, state that such Consultant is an Equal Opportunity Employer.

Notices, advertisements, and solicitations placed by Consultant in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the foregoing requirements of this RFQu.

6.11 Ethics

Consultant shall not accept or offer gifts or anything of value from, nor enter into any business arrangement with, any employee, official, or agent of City.

6.12 Failure to Deliver

If Consultant fails to deliver services in accordance with the terms and conditions of this RFQu and the Services Contract, City, after due oral or written notice to Consultant, may procure such services from other sources and hold Consultant responsible for any costs resulting from additional purchase and administrative services related thereto. This remedy shall be in addition to any other remedies that City may have hereunder or under the Services Contract.

6.13 Indemnification

Consultant shall defend, indemnify, and save harmless City and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, and claims of any character, type, name, nature, or description brought for or on account of any injuries or

damages received or sustained by any person, persons, or property on account of any negligent act or fault of Consultant, or of any of Consultant's agents, employees, subcontractors, or suppliers, in the execution of, or performance under, the Services Contract or any agreements or documents related thereto or arising thereunder or in relation to the Services. Consultant shall pay any judgment, with costs, which may be obtained against City based upon such injuries or damages.

6.14 Oral Statements

No oral statement of any Offeror or any other person shall modify or otherwise affect the terms, conditions, or specifications stated in this RFQu, and no oral statement of Consultant or any other person shall modify or otherwise affect the terms, conditions, or specifications of the Services Contract. All modifications to this RFQu and the Services Contract, or either of them, must be made or agreed to by City in writing.

6.15 Expenses

Expenses incurred in the preparation, submission, and presentation of an SOQ, or any of the foregoing, are the sole responsibility of the submitting Offeror and cannot and shall not be charged to City.

6.16 Public Funds/Non-Appropriation of Funds

Funds for the payment of the Services have been provided through City's budget approved by its City Council for the current fiscal year only. The Taxpayers' Bill of Rights ("TABOR") in Article X, Section 20 to the Colorado Constitution prohibits the obligation and expenditure of public funds by City beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise, under the Services Contract or otherwise, past the end of the City's current fiscal year shall be subject to further budget approval. The Services Contract must and will be subject to, and must contain, a governmental non-appropriation of funds clause. Consultant, by entering the Services Contract, agrees and acknowledges and shall agree and acknowledge that any failure by City to fund Services obligations as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action against City whatsoever.

6.17 Collusion Clause

Each Offeror, by submitting an SOQ, certifies and shall by such submission certify that it is not a party to any collusive action or any action that is or may be a violation of the federal Sherman Antitrust Act of 1890, 15 U.S.C. §§ 1-38, as amended (the "Sherman Act") Any and all SOQs shall be rejected if there is evidence or reason for City to believe that collusion exists among the Offerors, and any of them, in submitting SOQs or if Offerors have violated or may be violating the Sherman Act in submitted SOQs. City may or may not, as determined by City's Purchasing Representative in such Purchasing Representative's sole discretion, accept future SOQs for the same service or commodities from Offerors that participate in any collusion or violation of the Sherman Act in contravention hereto.

6.18 Gratuities

Each Offeror, by submitting an SOQ, warrants and certifies, and shall by such submission warrant and certify, that no gratuities or kickbacks were paid in connection with this RFQu or the submission of such SOQ, nor were any fees, commissions, gifts, or other considerations

made contingent upon selecting an SOQ or entering the Services Contract. If an Offeror breaches or violates this warranty, City may, at its discretion, terminate this RFQu or the Services Contract, and both of them, without liability to City.

6.19 Performance of the Contract

In the event of a breach or default of the Services Contract by Consultant, City reserves the right to enforce the performance of the Services Contract in any manner prescribed by law or otherwise allowed under the terms of the Services Contract.

6.20 Public Disclosure Record

If Consultant has knowledge its employee(s), or the sub-contractor(s) retained by or relied upon by Consultant, has an immediate family relationship with a City employee or elected official, Consultant must provide City's Purchasing Representative with the name(s) of such employee(s) or sub-contractor(s). Such identified employee(s) and sub-contractor(s) must file a public disclosure record, acceptable to City in its sole discretion, and a statement of financial interest before Consultant may conduct business with or for City.

6.21 Confidential and Proprietary Information

All SOQs, and all materials submitted hereunder or otherwise in response to this RFQu, shall ultimately become public record and shall be subject to inspection following selection of Consultant and the entering of the Services Contract. As used herein, "proprietary information" shall mean any information about an Offeror that is not generally known to its competitors or the public and that may provide a competitive advantage exercisable against such Offeror. Unrestricted disclosure of proprietary information, in an SOQ or otherwise, places it in the public domain. Only information included in an SOQ and clearly identified with the designation "Confidential Disclosure," and uploaded as a separate document from the remainder of an SOQ, shall be considered for treatment by City as proprietary information. An SOQ that includes material designated by the submitting Offeror as proprietary information by way of a Confidential Disclosure designation must include a justification or explanation of why the designated material constitutes proprietary information. The designation and request for treatment as proprietary information shall be reviewed and either approved or denied by City. If a designation and request is denied by City, the Offeror that submitted the SOQ shall have the opportunity to withdraw its entire SOQ or to remove the information in the SOQ designated for Confidential Disclosure. In no circumstance shall Services cost or pricing information be considered proprietary information. Additionally, a total SOQ shall not under any circumstance constitute proprietary information. Any SOQ and information submitted to the City is subject to disclosure pursuant to CORA.

6.22 Withdrawal or Modifications of Offers

An Offeror may, by way of a writing submitted to City, modify or withdraw an SOQ at any time prior to the Submission Deadline.

6.23 Acceptance

Any SOQ received by City and not withdrawn by the submitting Offeror prior to the Submission Deadline is and shall be considered an offer by such Offeror, which offer may be accepted by City based on the SOQ without further discussion or negotiation. By submitting an SOQ in response to this RFQu, an Offeror agrees its SOQ may be accepted by City at any time within

ninety (90) calendar days from the date of the Submission Deadline. City reserves the right to: (a) reject any or all SOQs, (b) waive informalities and minor irregularities in SOQs received, and/or (c) accept any portion of an SOQ if deemed by City, in its sole discretion, to be in City's best interest. Failure of an Offeror to provide in its SOQ any information requested in or required by this RFQu may result in rejection of all or any of such SOQ for non-responsiveness.

6.24 SOQ Preparation Cost

The costs incurred by an Offeror in preparing or submitting an SOQ, including without limitation as to securing any bid bond, are not reimbursable costs, and City shall have no responsibility or obligation to pay or reimburse an Offeror for such costs. SOQ preparation and presentation shall be undertaken at an Offeror's sole expense and is such Offeror's total and sole responsibility.

6.25 Award

The Evaluation Committee will make an Offeror List, and City will ultimately select Consultant, by applying the evaluation criteria and factors listed in this RFQu to the SOQs so as to ascertain the Services best value as determined by City in its sole discretion. As used herein, "best value" means the expected outcome that, in the City's sole estimation, provides the greatest overall benefit in relation to the Services and the requirements detailed in this RFQu. City reserves the right to reject any or all SOQs, to not enter the Services Contract, and to otherwise not proceed with the Services.

6.26 Substantive SOQs

By submitting an SOQ in response to this RFQu, an Offeror certifies: (a) its SOQ is genuine and is not made in the interest of, or on behalf of, an undisclosed person, firm, or corporation; (b) it has not directly or indirectly induced or solicited any other Offerors to put in a false or sham SOQ; (c) it has not solicited or induced any other person, firm, or corporation to refrain or abstain from proposing or submitting an SOQ; (d) it has not sought by collusion to obtain for itself any advantage over any other Offerors or over City; and (e) it has not violated or caused any person to violate, and shall not violate or cause any person to violate, City's Code of Ethics contained in Chapter 2.70 of the City's Municipal Code. By entering the Services Contract, Consultant shall thereby again make the foregoing certifications.

6.27 Non-Colorado Entities

Before entering the Services Contract, Consultant must comply with C.R.S. §§ 7-90-801 ("Authority to transact business or conduct activities required") and 7-90- 802 ("Consequences of transacting business or conducting activities without authority"). Should Consultant be an entity organized under the laws of a foreign state other than the State of Colorado, or should Consultant otherwise be operating outside the State of Colorado, Consultant must, before entering the Services Contract, obtain authorization to do business in the State of Colorado, designate a place of business in the State of Colorado, and appoint an agent in the State of Colorado for service of process. In all circumstances, Consultant must furnish City with a certificate from the Colorado Secretary of State confirming Consultant's current authority to conduct business in the State of Colorado. Consultant shall also provide to City a certified copy of the designation of place of business and appointment of agent for service of process in Colorado from the Colorado Secretary of State, or a letter from the

Colorado Secretary of State stating such designation of place of business and agent for service of process has been made.

6.28 Colorado Governmental Immunity Act

Nothing in this RFQu, and nothing in the Services Contract, shall constitute a waiver by City of any provisions of the Colorado Governmental Immunity Act ("CGIA"), C.R.S. §§ 24-10-101 – 24-10-119, as may be amended from time to time. In all circumstances, the CGIA and its limits shall apply to this RFQu, the Services Contract, and the Services, and all work related to any of the foregoing.

SECTION 7.0 SOLICITATION RESPONSE FORM

Solicitation Response Form

Bid Date: _____

RFQu: Pre-Approved Accessory Dwelling Unit Library

Bidding Company: _____

Name of Authorized Agent_____

Email_____

Telephone_____ Address_____

City_____State_____Zip_____

The undersigned Offeror, in compliance with the RFQu and having examined the Instruction to Bidders, General Contract Conditions, Statement of Work, Specifications, and other portions of the RFQu, as well as any and all Addenda to the RFQu, and having investigated the location of, and conditions affecting, the proposed Services work, hereby proposes to furnish all labor, materials and supplies, and to perform all work, for the Services in accordance with Services Contract, within the time set forth and at the prices stated below. These prices are to cover all expenses incurred in performing the Services work required under the Services Contract, of which the RFQu and this Solicitation Response Form are a part.

The undersigned Offeror does hereby declare and stipulate that its SOQ is made in good faith without collusion or connection to any other Offerors and that its SOQ is made pursuant and subject to all terms and conditions of the RFQu and any Addenda thereto, all of which have been examined by the undersigned Offeror.

The undersigned Offeror also agrees, if awarded the Services Contract, to provide insurance certificates within ten (10) working days of the date of notification of award from City. Submission of this form with the undersigned Offeror's SOQ will be taken by City as a binding covenant that Offeror is and will be prepared to complete the Services in its entirety.

City reserves the right to select a Consultant on the basis of such Consultant's SOQ being deemed most favorable, to waive any formalities or technicalities, and to reject any or all SOQs or other offers. It is further agreed that this form may not be withdrawn by an Offeror for a period of sixty (60) calendar days after the Submission Deadline. Closing time. Submission by Offerors of clarifications and revised SOQs automatically establish a new thirty-day (30) non-withdrawal period.

Prices in the undersigned Offeror's SOQ have not knowingly been disclosed with another Offeror and will not be disclosed prior to selection of an Offeror by City as Consultant.

- Prices in this SOQ have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition between Offerors.
- No attempt has been or will be made to induce any other Offeror, whether person or firm, to submit an SOQ for the purpose of restricting competition.
- The individual signing this SOQ on behalf of Offeror certifies they are a legal agent of the Offeror, authorized to represent the Offeror, and is legally responsible for the SOQ with regard to supporting documentation and prices provided.
- Direct purchases by City are tax exempt from Colorado sales or use taxes (Tax exempt No. 09801205). The undersigned Offeror certifies that no federal, state, county, or municipal tax will be added to the quoted prices in the SOQ.
- City payment terms for the Services Contract shall be Net 30 days.

RECEIPT OF ADDENDA: the undersigned Offeror acknowledges receipt of Addenda to the RFQu.
State number of Addenda received: _____.

It is the responsibility of Offeror to ensure all Addenda have been received and acknowledged. By signing below, the undersigned Offeror agrees to comply with all terms and conditions contained herein.

Authorized Signature: _____Title: _____

SECTION 8.0 SAMPLE CONSULTANT AGREEMENT
CONSULTANT SERVICES AGREEMENT

PRE-APPROVED ACCESSORY DWELLING UNIT LIBRARY

THIS CONSULTANT SERVICES AGREEMENT (the “Agreement”) is made effective the ____ day of _____, 2026, by and between the City of Fruita, a Colorado home rule municipality, which has an office located at 325 E. Aspen Avenue, Fruita, CO 81521 (hereinafter referred to as "City"); and (CONSULTANT NAME), which has an office located at (PHYSICAL ADDRESS) (hereinafter referred to as "Consultant") (City and Consultant are collectively hereinafter referred to as the “Parties”).

RECITALS:

WHEREAS, City published a Request for Qualifications for engineering and architectural services on October 14, 2026, (the “RFQu”), which RFQu solicitated Statements of Qualifications from qualified consulting firms with respect to the Pre-Approved Accessory Dwelling Unit Library Project in the City of Fruita, and

WHEREAS, Consultant is a qualified Consultant, capable of providing the required professional support, and

WHEREAS, Consultant is willing and able to provide the City with these services, was chosen by the City through a competitive selection process, and has provided an acceptable pricing proposal consistent with the Scope of Services prepared by the City,

AGREEMENT:

NOW, THEREFORE, in consideration of the terms and covenants of this Agreement, the parties agree as follows:

SECTION 1 SCOPE OF SERVICES

1.1 The Consultant, in conjunction with specified and unspecified subconsultants shall provide to the City of Fruita the services defined in the negotiated scope of work and fee schedule submitted to City on _____, 2026, after award of the RFQu, and included herein as Exhibit A. The foregoing, as further described below, is referred to in this Agreement as the “Project”.

1.2 Such services shall include contracting for, coordinating, and scheduling other Contractors or sub-consultants as needed to accomplish the Work described in the proposal.

1.3 The scope of services and work to be provided by Consultant pursuant to this Agreement is intended to be comprehensive and encompass the Scope of Services defined or described herein or in Exhibit A. However, the Parties acknowledge and agree that the

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Scope of Work to be provided by Consultant may change based upon negotiation and adjustments mutually agreed upon by the Parties. Any adjustments or modifications to the Scope of Work contemplated herein must be documented in writing and signed by both Parties to become effective. Any adjusted or modified Scope of Work that is mutually agreed upon by the Parties in a signed writing shall be considered a part of this Agreement and binding upon the Parties.

SECTION 2 DELIVERABLES and SCHEDULE

2.1 All Deliverables and the schedule for deliverables are defined in Exhibit A.

SECTION 3 COMPENSATION

3.1 Consultant shall be compensated for the Services defined in Exhibit A according to the rate schedules provided by Consultant. Subcontracting expenses for other professional services, shall be billed and paid at rates not exceeding the rates proposed and submitted by the corresponding subconsultants, specifically the rate sheets shown in Exhibit A. The Consultant is free to select additional or other subconsultants, but commits to billing rates not exceeding those submitted as part of the proposal process

3.2 The maximum value of this Agreement is ***one hundred thousand dollars*** **and zero cents** ***($100,000.00)*** (the "Contract Amount"), which represents the total, not-to-exceed amount City shall pay for the delivery of Project work in accordance with Section 2.1 of this Agreement.

3.3 Additional Services or modifications of Services, and associated adjustments to compensation, may be executed and agreed to in writing by the Consultant and City of Fruita Project Manager or City Manager.

3.4 Additional Services or modifications of Services, and associated compensation, shall be agreed to via a formal written Amendment by the Consultant through the City of Fruita Project Manager, prior to execution of the Additional Services.

3.5 City shall pay Consultant sums due under this Agreement within thirty (30) days from the date of receipt by City of Consultant's invoice for such sums.

SECTION 4 REPRESENTATION, DURATION AND TERMINATION

4.1 The City designates _____ as the Project Manager, the responsible City staff member to provide direction to the Consultant during the Project. The Consultant shall comply with the directions given by the Project Manager.

4.2 The term of this Agreement shall commence on the day signed by the City Manager of the City of Fruita and shall continue through May 31, 2027. In addition to terminating at

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the end of such period, this Agreement may also be terminated as follows:

a. Immediately, without further action of City or Consultant, upon the dissolution or termination of Consultant as a going concern; or

b. Immediately by City in the event that Consultant assigns this Agreement, or any right or obligation of Consultant hereunder, or Consultant attempts to assign this Agreement or any right or obligation of Consultant hereunder, without City's prior written consent; or

c. Immediately by City in the event there is a change in the control, management, ownership, or financial condition of Consultant that is unacceptable to City as determined by City in its sole, reasonable discretion; or

d. By the City at any time after first providing Contractor with thirty (30) days prior written notice of termination; or

e. By Consultant at any time after first providing City with thirty (30) days' prior written notice of termination.

4.4 Upon termination of this Agreement, Consultant shall return to the Owner all written information and other materials, or files supplied to Consultant or created by Consultant at the expense of the Owner.

4.5 The parties agree that the Owner's payment of any monies under this Agreement is subject to annual budget appropriations as required by provisions of the Taxpayers' Bill of Rights ("TABOR") contained in Article X, Section 20 of the Colorado Constitution, as amended. The parties further agree that any failure to fund the obligations set forth herein as a result of TABOR-related monetary constraints shall not give rise to any legal or equitable cause of action whatsoever.

SECTION 5 CONFIDENTIALITY

5.1 Consultant acknowledges and agrees that City is subject to and bound by the Colorado Open Records Act, C.R.S. §§ 24-72-201 – 24-72-206, as amended from time to time ("CORA"). Any disclosures of information, documentation, or communications related to the Project made by City pursuant to CORA, including without limitation of this Agreement or any of Exhibits A, B, or C hereto, shall not constitute a breach hereof.

5.2 Consultant agrees that:

a. All knowledge and information Consultant may receive from the Owner or from its employees or other consultants of the Owner, or by virtue of the performance of services under and pursuant to this Agreement; and

b. All information provided by Consultant to the Owner pursuant this Agreement, together with any other information acquired by or as a direct result of this

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Agreement by the Owner shall, to the extent permitted by law, be regarded by Consultant as confidential and held by Consultant in confidence, and solely for the Owner's benefit and use, and shall not be used by Consultant or directly or indirectly disclosed by Consultant to any person other than the officers, agents, and employees of the Owner, without the Owner's prior consent.

SECTION 6 OWNERSHIP OF DOCUMENTS

6.1 Documents produced as deliverables for services defined in Section 2.1 is Property of City. Upon complete payment for services rendered, the deliverables shall be deemed work made for hire and made in the course of Services performed under this Agreement and will be the exclusive property of City. City will have unlimited right to make, have made, use, reconstruct, repair, modify, reproduce, publish, and distribute deliverables for services that were defined in Section 2.1, in whole or in part, or combine the deliverables with other matter, or not use the deliverables at all, as it sees fit. Any reuse of the deliverables produced under this Agreement for any purpose not directly related to this Agreement will be at the sole risk of City.

SECTION 7 INSURANCE AND INDEMNIFICATION

7.1 To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless City, its elected officials, officers, employees, and agents, from and against any and all liabilities, claims, and demands arising from or on account of any injury, loss, or damage caused by or connected with Consultant's use or occupancy of City's facilities. Without limitation to the foregoing, Consultant shall also indemnify, defend, and hold harmless City from and against any and all liabilities, claims, and demands arising from or caused by any breach or default in the performance of the obligations of Consultant under this Agreement or otherwise arising from any errors, omissions, or negligence of Consultant or any of its officers, employees, or agents. Consultant shall investigate, handle, respond to, and provide defense for and defend against any and all of the foregoing liabilities, claims, and demands, and Consultant shall bear all costs and expenses related thereto, including without limitation all attorneys' and paralegals' fees and court costs.

7.2 Consultant shall procure and maintain, at its own cost, the policies of insurance listed in this Section 7.2. Consultant shall not commence Project work pursuant to this Agreement until Consultant has obtained the policies of insurance required in this Section 7.2, and Consultant shall not be relieved of any liabilities, claims, demands, or other obligations assumed pursuant to the Agreement by reason of its failure to procure or maintain the policies of insurance as required herein or by reason of Consultant's failure to procure or maintain such policies in sufficient amounts, durations, or types. Further, Consultant shall cause each sub-consultant and sub-contractor employed or retained by Consultant for or in relation to the Project to procure and maintain the minimum insurance policies listed in this Section 7.2 (or shall insure the activity of Consultant's sub-consultants and sub-contractors in Consultant's own insurance policies required hereby). All policies of

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insurance hereby required shall be continuously maintained from the date of commencement of Project work. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

A. Comprehensive General Liability insurance with minimum combined single limits of ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) in the aggregate. Such policy shall be applicable to all premises and operations of Consultant. Additionally, such policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent contractors, products, and completed operations. Such policy shall also include coverage for explosion, collapse, and underground hazards and contain a severability of interests provision.

B. Workers Compensation insurance to cover obligations imposed by the Workers' Compensation Act of Colorado and any other applicable laws for any employee engaged in the performance of Project work under this Agreement, and Employers' Liability insurance with minimum limits of FIVE HUNDRED THOUSAND DOLLARS ($500,000) each accident, FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - policy limit, and FIVE HUNDRED THOUSAND DOLLARS ($500,000) disease - each employee.

C. Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than ONE MILLION DOLLARS ($1,000,000) each occurrence and ONE MILLION DOLLARS ($1,000,000) in the aggregate with respect to each of Consultant's owned, hired and/or non-owned vehicles assigned to or used in the performance of Project work. Such policy shall contain a severability of interests provision.

D. Professional Liability insurance with minimum limits of ONE MILLION DOLLARS ($1,000,000) per claim and ONE MILLION DOLLARS ($1,000,000) in the aggregate.

7.3 The policies of insurance required by Section 7.2, except for the Workers' Compensation insurance, Employers' Liability insurance, and Professional Liability insurance, shall be endorsed to include City, and its elected officials, officers, and employees, as additional insureds. Every policy required by Section 7.2 shall be primary insurance, and any insurance carried by City, its elected officials, officers, or employees, shall be excess and not contributory insurance to that procured or provided by Consultant. The additional insured endorsement for the Comprehensive General Liability insurance required above shall not contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under each of the policies of insurance required by Section 7.2.

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7.4 Certificates of insurance shall be completed by Consultant's insurance agent(s) as evidence that insurance policies providing the required coverages, conditions, and minimum limits set out in Section 6.2 are in full force and effect, and shall be subject to review and approval by City. Each such insurance certificate shall identify the Project and provide that the coverages afforded under the relevant policy shall not be canceled, terminated, or materially changed until at least thirty (30) days' prior written notice has been provided to City. If the words "endeavor to" appear in the portion of an insurance certificate addressing cancellation, those words shall be stricken from the certificate by the agent(s) completing the certificate. City reserves the right to request and receive a certified copy of any insurance policy of Consultant together with any endorsement(s) thereto.

7.5 Failure on the part of Consultant to procure or maintain insurance policies providing the required coverages, conditions, and minimum limits set out in Section 7.2 shall constitute a material breach hereof upon which City may immediately terminate this Agreement or, at City's discretion, procure or renew any such policy or any extended reporting period thereto and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by Consultant to City upon demand, or City may offset the costs of such premiums against any monies due to Consultant from City under this Agreement.

7.6 The Parties acknowledge and agree that City is relying on, and does not waive or intend to waive by any provision of this Agreement, the monetary limitations and other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101 – 24-10-119, as amended from time to time, or otherwise available to City, its elected officials, officers, or employees.

SECTION 8 QUALITY OF WORK AND STANDARD OF CARE

8.1 Consultant shall perform all Project work in accordance with the prevailing industry standards and standards of practice generally applicable to architectural and engineering services performed in Grand Junction, Colorado, which industry standards and standards of practice are incorporated into this Agreement by this reference. Further, Consultant shall ensure that all Project work is performed or executed with the skill, care, and diligence customary among professionals in Grand Junction, Colorado in the areas of architectural and engineering services.

SECTION 9 INDEPENDENT CONTRACTOR

9.1 Consultant, any persons employed by Consultant, and any sub-consultants or sub-contractors retained by Consultant for the performance of Project work, shall be independent contractors and not employees or agents of City. Any provisions in this Agreement that may appear to give City the right to direct Consultant as to the details of completing Project work or to exercise a measure of control over Project work shall mean

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only that Consultant must follow the direction of City as to end results of such work.

9.2 **As an independent contractor under this Agreement, Consultant, and Consultant's employees, sub-contractors, sub-consultants, and agents, are not entitled to workers' compensation benefits under any workers' compensation insurance policy or program of City. Further, as an independent contractor under this Agreement, Consultant, and Consultant's employees, sub-contractors, sub-consultants, and agents, are not entitled to any unemployment insurance benefits unless unemployment compensation coverage is independently procured or provided by Consultant or another party on Consultant's behalf or for Consultant's benefit. Consultant is obligated to pay all federal and state income taxes and other applicable taxes on any amounts earned or paid pursuant to this Agreement.**

SECTION 10 EQUAL OPPORTUNITY EMPLOYER

10.1 Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, or national origin. Consultant shall take affirmative action to ensure that applicants are employed and that employees are treated during employment by Consultant without regard to race, color, religion, age, sex, disability, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

10.2 At all times during the term of this Agreement, Consultant shall comply with the applicable provisions of the American with Disabilities Act of 1990, as enacted and amended from time to time (the "ADA"), and all other applicable federal, state, or local laws and regulations. City may request a signed, written certification from Consultant stating compliance with the ADA at any time during the term of this Agreement.

SECTION 11 ASSIGNMENT

11.1 Consultant shall not assign this Agreement, or any of the Project work to be performed by Consultant hereunder, without the prior, express written consent of City, which consent may be withheld by City in its sole discretion.

SECTION 12 ENTIRE AGREEMENT

12.1 This Agreement constitutes the entire understanding and agreement between Consultant and City with respect to the Project and all transactions related thereto or arising thereunder, and this Agreement supersedes all prior written or oral understandings, agreements, and representations between Consultant and City concerning the Project and all transactions related thereto or arising thereunder.

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SECTION 13 MODIFICATION OF AGREEMENT

13.1 This Agreement may not be modified, amended, waived, extended, changed, discharged, or terminated orally or by any act or failure to act on the part of Consultant or City. Rather, this Agreement may only be modified, amended, waived, extended, changed, discharged, or terminated by a written agreement mutually signed by the Parties.

SECTION 14 NOTICES

14.1 All notices required to be provided under this Agreement shall be in writing and shall be deemed sufficiently given when deposited, postage prepaid, in the United States mail and properly addressed to the receiving party at its address set forth in this Agreement.

SECTION 15 GOVERNING LAW; VENUE

15.1 This Agreement shall be subject to and governed by the laws of the State of Colorado, without reference to its choice of law provisions. Litigation shall be the exclusive mechanism for resolving any disputes between Consultant and City concerning this Agreement, and the exclusive venue for any such litigation shall be in the Colorado state courts located in Mesa County, Colorado.

SECTION 16 SEVERABILITY

16.1 If any provision of this Agreement is held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, such provision shall be fully severable. In such circumstance, this Agreement shall be construed and enforced as if the illegal, invalid, or unenforceable provision had never comprised a part of this Agreement and the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or unenforceable provision or its severance from this Agreement. Furthermore, in lieu of each such illegal, invalid, or unenforceable provision, there shall be added automatically as part of this Agreement a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and still be legal, valid, and enforceable.

[SIGNATURE PAGE FOLLOWS]

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BY THEIR SIGNATURES, the parties agree to the terms of this Agreement this_____day of
_____, 2026.

CITY OF FRUITA, CITY

By: _____
Shannon Vassen, City Manager

CONSULTANT NAME, CONSULTANT

By: _____

Title_____

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