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TYPE OF RECORD: PERMANENT

CATEGORY OF RECORD: CONTRACT

NAME OF AGENCY OR CONTRACTOR: ROBERT A. EVERS, R.A.E. CONSULTING

STREET ADDRESS/PARCEL NAME/SUBDIVISION/PROJECT: URANIUM MILL TAILINGS
REMOVAL PROJECT AT THE POLICE DEPARTMENT

CITY DEPARTMENT: POLICE

YEAR: 1991

EXPIRATION DATE: PERMANENT

DESTRUCTION DATE: PERMANENT

Finance
Dept.

**CONTRACT BETWEEN THE CITY OF GRAND JUNCTION
AND R.A.E. CONSULTING**

This professional service agreement, is made and entered into by and between Robert A. Evers, an individual, doing business as R.A.E. Consulting, hereinafter referred to as "Consultant" and the City of Grand Junction, hereinafter sometimes referred to as "Client".

Client hereby appoints Consultant and Consultant hereby agrees to serve as agent and perform consulting services for Client in accordance with and subject to the following terms and conditions.

For purposes of this contract, the City's designated representative will be the Police Chief, or Acting Police Chief, as the case may be, of the City of Grand Junction. The designated representative will provide the Consultant with final approvals of and or for modifications to the work effort.

The parties agree as follows:

1. Governing Law:

This agreement will be governed by the laws of the State of Colorado. Venue for any action arising from or on account of the services performed hereunder, will be in Mesa County, Colorado.

2. Contract Period:

The period of this contract is from June 1, 1991 to and through May 31, 1992. If in the opinion of the City, the Consultant has performed the provisions of the contract satisfactorily, the contract may be extended for an additional period. The City's decision to renew or extend this contract lies in its sole discretion and is not necessarily dependant upon the contractor's performance.

3. Method of Compensation:

The consultant will be paid Two Thousand Dollars (\$2,000.00) monthly, beginning June 15, 1991 and on the 15th of each month thereafter for the term of this agreement. Payment will be based upon the submission of a Monthly Report on the activities and efforts of the Consultant and status of the project. Such report is to be submitted on the 10th day of each month to the City's Representative.

4. Consultant's Responsibilities:

The Consultant's purpose is to coordinate the Uranium Mill Tailings Removal Project at the Police Department. Duties include but are not limited to, planning for; the relocation of the Police Department, the remodeling of any temporary facility, and the reconstruction of the Police Department, all more specifically outlined below.

4. Consultant's Responsibilities: (continued)

- a). This project will be complex, requiring detailed planning to successfully relocate the police operation, including the Laboratory, Evidence Room, Records Section, Communications (excluding E-911), Investigations Section, Patrol Section, Crime Prevention, Training, Police Administration and officer locker rooms.
- b). Selection of a relocation site will be based on criteria defining suitable space needs, public access, parking, security and geographic location. Locating an acceptable facility may be difficult because the facility may require extensive remodeling. The Consultant shall establish the criteria and select from available properties a location that will meet the required needs.
- c). The project necessitates the removal of the interior structure of the building. The Consultant shall secure and provide photographic documentation and actual samples of the floor, wall and ceiling materials. Consultant shall further provide an inventory and location of furniture and fixtures.
- d). Specialty equipment, including but not limited to, the PC computer network, CCIC, and NCIC computer systems and laboratory equipment will require planning and coordination with other agencies and suppliers for proper relocation.
- e). The moving of the Dispatch Center is also included in this consulting process. Coordination of the research and bid specifications for equipment upgrade or replacement, including but not limited to a computer aided dispatch system, is also included in the scope of services.
- f). Consultant will be responsible for addressing any opportunities for improving the usage of available space through the re-construction of the Police Department building. Such needs/enhancements to the Police Station that will be addressed include; the addition of a second stairwell and elevator, handicap accessibility, utility systems, relocation of the physical fitness room and locker rooms, additional space for the Evidence Room, and space needs for future growth and expansion.

These issues, among others, will be researched, planned, and discussed with the Department of Energy and the City's designated representative prior to commencing the Department of Energy's Remediation Plan.

5. Non-discrimination:

The Consultant shall comply with all applicable City, State and Federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex or handicap.

6. Assignment:

The Consultant is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract, of all rights, title or interest herein, or its power to execute such agreement to the benefit of any other person, company, corporation or entity without the previous written approval of the City.

7. Compliance with the Law:

The Consultant agrees to comply with all applicable Federal, State and local laws, rules and regulations in its performance hereunder.

8. Termination of contract for convenience of the Client:

The designated representative may terminate this agreement, at its convenience, as to any services not yet performed by giving thirty (30) days written notice thereof to the Consultant. The designated representative retains sole and absolute discretion and may terminate this contract without formal or informal City Council action or approval.

9. Termination:

The City reserves the right to immediately terminate this contract by providing written notice to the Consultant of the occurrence of any of the following:

a). If the consultant fails to perform to the City's satisfaction any material requirement of the contract or is in violation of any provision.

b). If the City shall enact a statute which removes its authority or ability to engage in such activities.

The City will reimburse the Consultant for actual costs or for expenses incurred resulting from the performance of services, within the defined scope of services, performed to date, if termination results for cause in (a), or (b) above.

In the event of termination for cause in (a) or (b) above, the City reserves the right to reassign the contract to another consultant.

10. Contract Amendments:

This contract may not be modified, amended, extended or augmented except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

11. Time Records:

Consultant shall log all time spent on this project on a daily basis and submit to the City such records at the time of periodic monthly billings. These time records shall not be the basis for compensation of the consultant.

12. Other Services Not Covered:

Should the Consultant be called upon to perform any services not listed above, both parties will negotiate in advance the charge or fee for the service to be performed.

13. Client shall be responsible for the accuracy, completeness, propriety and truth of all information it furnishes or causes to be furnished to the Consultant in connection with the Consultant's performance under this agreement. Unless any resulting damage or injury is due to the negligence of the Consultant, Client shall indemnify and hold the Consultant harmless from all claims, costs, loss or liability, including reasonable attorney's fees, resulting from Client's failure to fulfill its obligations under this agreement.

14. All material created or negotiated for, on behalf of Client, such as copy, photography, illustrations, architectural layouts or design schematics are the property of the Client.

15. Consultant shall have access to supplies and photo copy services provided by the Police Department. Legal advice and assistance relative to the performance of the required work shall be provided by the City Attorney.

16. Consultant specifically acknowledges that the services are being performed as an independent agent and not as an employee of the City of Grand Junction. Consultant hereby waives any rights for coverage under the State of Colorado Workers Compensation Program. The City will not require Consultant to obtain such insurance so long as Consultant does not employ any person(s) in the performance of this work.

18. This agreement may be executed by separate counterpart.

Agreed to By:
City of Grand Junction

Mark K. Achen

By: Mark K. Achen
City Manager

Robert A. Evers

Robert A. Evers
R.A.E. Consulting

Meva S. Lockhart, CMC
Attest: City Clerk, C.M.C.

6/11/91
Date

6/11/91
Date