

**Request for Proposal**

**FY25-015**

Professional Auditing Services for the City of Evans

**CITY OF EVANS, COLORADO**

**August 5, 2025**

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# I. INTRODUCTION

 This Request for Proposal entails the completion of Professional Auditing Services for the City of Evans.

## A. Project Description

The City of Evans (“City”) is soliciting proposals from qualified firms of Certified Public Accountants interested in completing the City’s annual audit for the year ending December 31, 2025, with the option of continuing to audit the financial statements for each of four subsequent fiscal years.

The City operates under a Council-Mayor form of government, with the City Council being composed of seven members. The City is administered by an appointed City Manager, who is responsible to City Council. Accounting functions are performed on the City’s network computer system using a comprehensive government accounting software package, Caselle.

Historically the City has been the recipient of federal grant funding. It is anticipated that grant funding receipts will continue in future years. The City had federal grant expenditures of $1,847,486 the past year and will likely be subject to a Single Audit for year-end December 31, 2025.

Proposals are due no later than September 4, 2025 by 5:00 p.m. to BidNet (bidnetdirect.com).

The City of Evans assumes no responsibility for payment of any expenses incurred by any proponent as part of the RFP process.

## B. Fund Structure

The City of Evans has reported the following fund types as of the year ended December 31, 2024:

Fund Type

General Fund

Special Revenue Funds

Capital Improvement Funds

Proprietary/Enterprise Funds

Fiduciary Funds

Number of Funds

1

9

4

3

1

## C. Blended Component Unit

The Evans Urban Renewal Authority, known as the Evans Redevelopment Agency (“ERA”) was created by the City of Evans in 2009 to assist in the redevelopment of blighted and run-down neighborhoods and districts that were attracting little or no private investment and stimulate the transformation into attractive, thriving areas. The City Council serves as the Urban Renewal Authority and is governed by Colorado State Statutes. The activity for the ERA is reported as a blended component unit of the City, a major fund shown as the Evans Redevelopment Agency. Separate financial statements are not issued for the ERA.

# II. REQUIRED QUALIFICATIONS

All firms submitting a proposal must be a qualified firm of Certified Public Accountants. The consulting firm shall agree not to refuse to hire, discharge, promote, demote or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, religion, creed, color, sex, national origin, ancestry, or physical or mental disability.

# III. CONTRACTING PROCESS

## A. General Items

The City of Evans shall be the Owner.

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

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

* Detailed description of the project approach, specifically highlighting those portions of each section that will be critical to project success.
* Detailed description of the proposed schedule and how the schedule will be met.
* Project personnel experience.
* A copy of the City’s Professional Services Agreement is included in Exhibit A. Any questions or concerns regarding the agreement must be included with the proposal. The final form of Agreement to be entered into between the City and the successful consultant shall be subject to the final review and approval of the City Attorney.
* Detailed description of deliverables.
* Project fee estimate, including breakout of fee for performing single audit, if required in any year.

## B. Timeline

|  |  |
| --- | --- |
| RFP Released | Aug 5, 2025 |
| Questions Due to Andy Vowell, avowell@evanscolorado.gov | August 20, 2020 by 5:00 p.m. |
| Responses to Questions Released | August 26, 2020 by 5:00 p.m. |
| RFP Submission | September 4, 2025 by 5:00 p.m. |
| Top 3 Firms Present to Finance Committee | TBD – will coincide with City Council Scheduling |
| City Council approval of contract | Within 2 weeks of presentations |
| Audit Interim Work Completed | Mid December, 2025 |
| End of Fiscal Year | December 31, 2025 |
| Audit Field Work Completed | Early - Mid March, 2026 |
| Draft Financial Statements to be Delivered by | End of April, 2026 |
| Submit Audit Report to City Council for Approval | Early May, 2026 |

# IV. METHOD OF SUBMITTAL

Proposals shall be submitted in electronic form (.pdf). All copies shall be submitted to BidNet (bidnetdirect.com). Registration on BidNet is free. If you have any troubles accessing BidNet, downloading RFP documentation, or submitting proposals, please reach out to BidNet directly as City staff do not have the ability to troubleshoot issues.

Submittals must be received prior to 5:00 p.m., on September 4, 2025.

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

# V. FORM OF PROPOSAL

The Consultant's proposal must include a scope of services which the Consultant believes is appropriate to achieve the purposes of the projects. Please limit proposals to 10 pages or less not including dividers or cover letter.

The proposal shall include the following items:

 A. Cover letter indicating interest in submitting a proposal.

 B. Independence: The firm should provide an affirmative statement that it is independent of the City of Evans as defined by applicable standards. In addition, the firm shall give the City written notice of any professional relationships entered into during the period of their engagement.

 C.License to Practice in Colorado: An affirmative statement should be included that the firm and all assigned key professional staff are properly licensed to practice in Colorado.

 D. Firm Qualifications and Experience: The firm should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and the nature of professional staff to be employed on this engagement on a full-time basis and the number and nature of the staff to be so employed on a part-time basis. The firm is required to submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements. The firm shall provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. The firm shall provide proof of workers’ compensation insurance as well as proof of professional liability (errors & omissions) insurance of at least one million dollars of coverage. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

 E. Partner, Supervisory and Staff Qualifications and Experience: Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Audit personnel may be changed at the discretion of the firm, provided that replacements have substantially the same or better qualifications or experience.

 F. Similar Engagements with Other Government Entities: List all engagements performed in the last five years that are similar to the engagement described in this request for proposal, based on the office that will be directly responsibility for this project. These engagements should be ranked on the basis of total staff hours. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

 G. Specific Audit Approach: The proposal shall include a work plan, including an explanation of the audit methodology to be followed, to perform the services required in this request for proposal. In developing the work plan, reference should be made to such sources of information as the City’s budget and related materials, organizational charts, manuals and programs, and financial and other management information systems. The proposal shall also address plan for onsite work to completed at the City offices and work to be completed offsite.

 H. Cost Terms: Costs for the standard financial audit should be separate from the cost of the single audit (if needed) and should also include the total all-inclusive maximum price for each engagement for the years 2025 and 2026-2030 if extensions were agreed upon.

 I. Other Information: The proposal may include other information, such as services or capabilities not identified in this RFP, which would qualify the Consultant or contribute to the City’s objectives.

 J. Exceptions: If any of the requirements in this section are omitted, explain the reason for the exception.

# VI. SCOPE OF SERVICES

1. Scope of Work to be Performed
* The City of Evans desires the auditor to express an opinion on the fair presentation of its financial statements in conformity with accounting principles generally accepted in the United States.
* The financial statement audit shall be performed in accordance with generally accepted auditing standards as promulgated by the American Institute of Certified Public Accountants and applicable state and federal regulations. The single audit of the City of Evans’ schedule of expenditures of federal awards is to be performed in accordance with generally accepted auditing standards established by the American Institute of Certified Public Accountants’ Auditing Standards Board, the standards set forth in the U.S. General Accounting Office (GAO) “Government Auditing Standards”, the provisions of the federal Single Audit Act, and the U.S. Office of Management and Budget (OMB) “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” (Uniform Guidance). The selected firm will also be required to obtain information required for completing the Data Collection Form for Reporting on Audits of States, Local Governments and Non-profit Organizations, including completion of the applicable data elements of the data collection form and signoff.
* To meet the requirements of this request for proposals, the Single Audit shall be performed in accordance with the standards below:

The single audit of City of Evans schedule of expenditures of federal awards assistance programs is to be performed in accordance with generally accepted auditing standards established by the American Institute of CPA’s Auditing Standards Board, the standards set forth in the U.S. General Accounting Office’s (GAO) “Government Auditing Standards,” the provisions of the federal Single Audit Act, and the Uniform Guidance.

1. Reporting Requirements

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue:

* A report of examination of the financial statements stating the scope of the examination and that the audit was performed in accordance with generally accepted auditing standards. It must include an opinion as to whether the statements conform to accounting principles generally accepted in the United States.
* A letter to management containing comments on compliance, recommendations for improvements, and any other comments deemed pertinent by the auditors and recommendations affecting the financial statements, internal control, accounting, accounting systems, legality of actions, other instances of noncompliance with laws and regulations, and any other material matters. An agreed upon number of copies of the management letter will be provided to the City, in addition to an electronic copy.
* A report on internal control over financial reporting and on compliance and other matters, based on an audit of financial statements performed in accordance with government auditing standards. An agreed upon number of copies of the Single Audit report will be provided to the City, in addition to an electronic copy.
* A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the OMB Uniform Guidance. The report on compliance and internal controls shall include all material instances of noncompliance. All nonmaterial instances of noncompliance shall be reported in a separate management letter, which shall be referred to in the report on compliance and internal controls.
* Schedule of findings and questioned costs, and summary schedule of prior audit findings and the status of each, if applicable.

# VII. SELECTION CRITERIA

## A. Review and Assessment

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

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

|  |  |
| --- | --- |
| Qualification | Standard |
| Quality, Accuracy and Completeness of Proposal | The City will consider all the material submitted to determine whether the Consultant’s offering is in compliance with the RFP documents, and will rate based on the quality, accuracy and completeness of the proposal. |
| Capability to Perform Required Services | The City will consider all the material submitted and other relevant material it may otherwise obtain, to determine whether the Consultant is capable of and has a history of successfully completing contracts of this type.  |
| Costs | Associated costs for phased requirements specified within this RFP will be considered in conjunction with the above capabilities and will not be the sole determining factor. |
| Presentation | Consultants may be asked to attend an on-site interview. |

## APPENDIX

Exhibit A Agreement for Professional Services

Exhibit B Notice to Proceed

# Exhibit A

**City of Evans, Colorado**

**SERVICE AGREEMENT**

**FOR PROFESSIONAL SERVICES BY**

**INDEPENDENT CONTRACTOR**

THIS AGREEMENT is made and entered into this  **FILL IN\_\_\_\_\_\_day of\_FILL IN\_\_, \_\_** by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and \_\_\_FILL IN\_\_ (hereinafter referred to as "Consultant").

**RECITALS**:

A. The City requires professional services for the **\_\_\_PROFESSIONAL AUDITING SERVICES\_\_\_** hereinafter referred to as “Project”).

B. Consultant has held itself out to the City as having the requisite expertise and experience to perform the required services for the Project.

NOW, THEREFORE, it is hereby agreed, for the consideration hereinafter set forth, that Consultant shall provide to the City professional consulting services for the Project.

**I. SCOPE OF SERVICES**

Consultant shall furnish all labor and materials to perform the services required for the complete and prompt execution and performance of all duties, obligations and responsibilities for the Project, which are described or reasonably implied from **Exhibit A**, which is attached hereto and incorporated herein by this reference.

**II. THE CITY'S OBLIGATIONS/CONFIDENTIALITY**

The City shall provide Consultant with reports and such other data as may be available to the City and reasonably required by Consultant to perform hereunder. No project information shall be disclosed by Consultant to third parties without prior written consent of the City or pursuant to a lawful court order directing such disclosure. All documents provided by the City to Consultant shall be returned to the City. Consultant is authorized by the City to retain copies of such data and materials at Consultant's expense.

**III. OWNERSHIP OF INSTRUMENTS OF SERVICE**

The City acknowledges that the Consultant’s documents are an instrument of professional service. Nevertheless, the documents prepared under this Agreement shall become the property of the City upon completion of the services. Any reuse of the Consultant's documents is at the City's own risk without liability to the consultant.

**IV. COMPENSATION**

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant on a time and materials basis in an amount not to exceed **\_\_\_\_\_FILL IN WRITTEN AMOUNT HERE ($\*\*\*\*\*\*\*\*).** Payment shall be made in accordance with the schedule of charges in **Exhibit B**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdowns for all personnel and other charges. The maximum fee specified herein shall include all fees and expenses incurred by Consultant in performing all services hereunder.

B. Consultant may submit monthly or periodic statements requesting payment. Such request shall be based upon the amount and value of the services performed by Consultant under this Agreement, except as otherwise supplemented or accompanied by such supporting data as may be required by the City.

1. All invoices, including Consultant's verified payment request, shall be submitted by Consultant to the City no later than the twenty-fourth (24th) day of each month for payment, pursuant to the terms of this Agreement. In the event Consultant fails to submit any invoice on or before the twenty-fourth (24th) day of any given month, Consultant defers its right to payment, pursuant to said late invoice, until the following month.

2. Progress payments may be claimed on a monthly basis for reimbursable costs actually incurred to date as supported by detailed statements, including hourly breakdowns for all personnel and other charges. The amounts of all such monthly payments shall be paid within thirty (30) days after the timely receipt of invoice, as provided by this Agreement. No payment shall be due on the portion of any invoice for which the City has requested clarification unless and until 30 days after clarification satisfactory to the City has been provided by Consultant.

C. The City has the right to ask for clarification on any Consultant invoice after receipt of the invoice by the City.

D. In the event payment for services rendered has not been made within forty-five (45) days from the timely receipt of the invoice for any uncontested billing, interest will accrue at the rate of twelve percent (12%) per annum compounded annually. In the event payment has not been made within ninety (90) days from the receipt of the invoice for any uncontested billing, Consultant may, after giving seven (7) days' written notice and without penalty or liability of any nature, suspend all authorized services specified herein. In the event payment in full is not received within thirty (30) days of giving the seven (7) days' written notice, Consultant may terminate this Agreement. Upon receipt of payment in full for services rendered, Consultant will continue with all authorized services.

E. Final payment shall be made within sixty (60) calendar days after all data and reports (which are suitable for reproduction and distribution by the City) required by this Agreement have been turned over to and approved by the City and upon receipt by the City of Consultant's written notification that services required herein by Consultant have been fully completed in accordance with this Agreement and all data and reports for the Project.

**V. COMMENCEMENT AND COMPLETION OF SERVICES**

Within seven (7) days of receipt from the City of a Notice to Proceed, Consultant shall commence services on all its obligations as set forth in the Scope of Services or that portion of such obligations as is specified in said Notice. Except as may be changed in writing by the City, the Project shall be complete and Consultant shall furnish the City the specified deliverables, as provided in **Exhibit A**.

**VI. CHANGES IN SCOPE OF SERVICES**

A change in the Scope of Services shall constitute any material change or amendment of services which is different from or additional to the Scope of Services specified in Section I of this Agreement. No such change, including any additional compensation, shall be effective or paid, unless authorized by written amendment executed by the City. If Consultant proceeds without such written authorization, then Consultant shall be deemed to have waived any claim for additional compensation, including a claim based on the theory of unjust enrichment, quantum merit or implied contract. Except as expressly provided herein, no agent, employee or representative of the City shall have the authority to enter into any changes or modifications, either directly or implied by a course of action, relating to the terms and scope of this Agreement.

**VII. PROFESSIONAL RESPONSIBILITY**

A. Consultant hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, as required by law.

B. The services performed by Consultant shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community.

C. Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports, and other services furnished by Consultant under this Agreement. Consultant shall, without additional compensation, correct or resolve any errors or deficiencies in his designs, drawings, specifications, reports, and other services, which fall below the standard of professional practice, and reimburse the City for all costs caused by errors and omissions which fall below the standard of professional practice.

D. Approval by the City of drawings, designs, specifications, reports and incidental services or materials furnished hereunder shall not in any way relieve Consultant of responsibility for technical adequacy of the services. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and Consultant shall be and remain liable in accordance with applicable performance of any of the services furnished under this Agreement.

E. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

**VIII. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

**IX. INDEMNIFICATION**

A. INDEMNIFICATION – GENERAL:  The City cannot and by this Agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the Consultant or any other person or entity whatsoever, for any purpose whatsoever. To the extent allowable under C.R.S. Section 13-50.5-102(8), the Consultant shall defend, indemnify and hold harmless the City, its mayor and City council, officials, officers, directors, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including worker's compensation claims, to the extent resulting from the fault of, or negligent services rendered by the Consultant, its employees, agents or subconsultants, or others for whom the Consultant is legally liable, under this Agreement; provided, however, that the Consultant need not indemnify or save harmless the City, its mayor and City council, its officers, agents and employees from damages resulting from the sole negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

**X. INSURANCE**

A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. Such insurance shall be in addition to any other insurance requirements imposed by this Agreement or by law. Consultant shall not be relieved of any liability, claims, demands or other obligations assumed pursuant to Section IX, Indemnification, above, by reason of its failure to procure or maintain insurance, or by reason of its failure to procure or maintain insurance in sufficient amounts, durations or types.

B. Consultant shall procure and maintain and shall cause any subconsultant of Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the City. All coverages shall be continuously maintained to cover all liability, claims, demands and other obligations assumed by Consultant, pursuant to Section IX, Indemnification, above. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

1. Worker's compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Agreement, and Employer's Liability insurance with minimum limits of Five Hundred Thousand Dollars ($500,000) each claim, Five Hundred Thousand Dollars ($500,000) disease - policy limit, and Five Hundred Thousand Dollars ($500,000) disease - each employee.

2. Commercial general liability insurance with minimum combined single limits of One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products and completed operations. The policy shall contain a severability of interests provision.

3. Professional liability insurance with minimum limits of One Million Dollars ($1,000,000) each claim and Two Million Dollars ($2,000,000) annual aggregate, and Consultant shall maintain such coverage for at least three (3) years from the termination of this Agreement.

4. The policy required by Paragraph 2, above shall be endorsed to include the City and the City's officers, employees and consultants as additional insureds. Every policy required above shall be primary insurance, with the exception of Professional Liability and Worker's Compensation, and any insurance carried by the City, its officers, its employees or its consultants shall be excess and not contributory insurance to that provided by Consultant. No additional insured endorsement to the policy required by Paragraph 2, above shall contain any exclusion for bodily injury or property damage arising from completed operations. Consultant shall be solely responsible for any deductible losses under any policy required above.

5. The certificate of insurance provided for the City shall be completed by Consultant's insurance agent as evidence that policies providing the required coverages, conditions and minimum limits are in full force and effect and shall be reviewed and approved by the City prior to commencement of the Agreement. No other form of certificate shall be used. The certificate shall identify this Agreement and shall provide that the coverages afforded under the policies shall not be cancelled or terminated until at least thirty (30) days' prior written notice has been given to the City. The completed certificate of insurance shall be sent to:

City of Evans

1100 37th Street

Evans, Colorado 80620-2036

Attn: Safety and Risk Management

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

7. The City reserves the right to request and receive a certified copy of any policy and any endorsement thereto.

8. The parties hereto understand and agree that the City, its officers and its employees are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (presently Three Hundred Fifty Thousand Dollars ($350,000) per person and Nine Hundred Ninety Thousand Dollars ($990,000) per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, Colo. Rev. Stat. §24-10-101, et seq., as from time to time amended, or otherwise available to the City, its officers or its employees.

**XI. NONASSIGNABILITY**

Neither this Agreement nor any of the rights or obligations of the parties hereto shall be assigned by either party without the written consent of the other.

**XII. CONDITIONAL CONTRACT EXTENSION**

The City and Consultant may extend the relationship arising under this agreement by a future written agreement that is approved by City Council, subject to annual appropriation, and subject to agreed-upon unit pricing. Such extensions, if any, shall not exceed a period of Five (5) consecutive years. The Consultant does not have a contractual right to an extension and the City expressly reserves all rights to cancel its relationship with Consultant.

**XIII. TERMINATION**

This Agreement shall terminate at such time as the services in Section I are completed and the requirements of this Agreement are satisfied, or upon the City's providing Consultant with seven (7) days' advance written notice, whichever occurs first. In the event the Agreement is terminated by the City's issuance of said written notice of intent to terminate, the City shall pay Consultant for all services previously authorized and completed prior to the date of termination. If, however, the Consultant has substantially or materially breached the standards and terms of this Agreement, the City shall have any remedy or right of set-off available at law and equity. If, however, the City has substantially or materially breached the standards and terms of this Agreement, the Contractor shall have any remedy or right of set-off available at law and equity. If the Agreement is terminated for any reason other than cause prior to completion of the Project, any use of documents by the City thereafter shall be at the City's sole risk, unless otherwise consented to by Consultant.

**XIV. CONFLICT OF INTEREST**

The Consultant shall disclose any personal or private interest related to property or business within the City. Upon disclosure of any such personal or private interest, the City shall determine if the interest constitutes a conflict of interest. If the City determines that a conflict of interest exists, the City may treat such conflict of interest as a default and terminate this Agreement.

**XV. VENUE**

This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in the County of Weld, State of Colorado.

**XVI. INDEPENDENT CONTRACTOR**

A. Consultant is an independent contractor. Notwithstanding any provision appearing in this Agreement, all personnel assigned by Consultant to perform services under the terms of this Agreement shall be, and remain at all times, employees or agents of Consultant for all purposes. Consultant shall make no representation that it is the employee of the City for any purposes.

B. Disclosure: Consultant is not entitled to workers’ compensation benefits, unemployment insurance benefits unless unemployment compensation coverage is provided by the Consultant or some other entity, and Consultant is obligated to pay federal and state income tax on any moneys earned pursuant to this Agreement for Professional Services by Independent Contractor.

**XVII. NO WAIVER**

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

**XVIII. ENTIRE AGREEMENT**

This Agreement and the attached **Exhibits A-B** are the entire Agreement between Consultant and the City, superseding all prior oral or written communications. None of the provisions of this Agreement may be amended, modified or changed, except as specified herein.

**XIX. NOTICE**

Any notice or communication between Consultant and the City which may be required, or which may be given, under the terms of this Agreement shall be in writing, and shall be deemed to have been sufficiently given when directly presented or sent pre-paid, first-class United States mail, addressed as follows:

The City: City of Evans

Attn: City Manager

1100 37th Street

Evans, Colorado 80620-2036

Consultant: **\_FILL IN NAME AND ADDRESS\_\_\_**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**XX. EFFECTIVE DATE AND EXECUTION**

This Agreement shall become effective following execution by both Consultant and City. This Agreement may be executed in counterparts, including by facsimile or electronically, each of which shall be considered an original, but all of which together shall constitute one instrument.

IN WITNESS WHEREOF, the parties hereto each herewith subscribe the same in triplicate, as of the date first written above.

**CITY OF EVANS, COLORADO**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mark C. Clark, Mayor

ATTEST:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Julie Barnett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Drew Lyman, City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cody R. Sims, City Manager

**CONSULTANT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Exhibit B**

NOTICE TO PROCEED

TO: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Project: FY25-015 Professional Auditing Services

You are hereby notified to commence work in accordance with the Agreement dated DATE, on or before DATE, and you are to complete the work within 120

consecutive working days thereafter. The date of completion of all work is therefore FINISH DATE.

 THE CITY OF EVANS

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PROJECT MANAGER NAME AND TITLE

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is
hereby acknowledged by:

 By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_