



City of
Evans, Colorado

RFP#FY26-008
REQUEST FOR PROPOSALS:
49th St Pre-Design Studies
June 30, 2026

Tentative Schedule	
Solicitation Advertised	June 30, 2026
Mandatory Pre-Bid Meeting	July 15, 2026
Questions Due	July 20, 2026
Answers Posted	July 24, 2026
Solicitation Close	July 31, 2026
Evaluation	August 14, 2026
Notice of Intent to Award	Within 1 week of evaluation
Award Approval	Next available CC session (1 st and 3 rd Tuesday of each month)
Notice to Proceed	Within 10 business days of contract approval



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REQUEST FOR PROPOSALS

The City of Evans is requesting proposals from qualified firms to provide **Engineering Services for the 49th Street Geotechnical, Traffic, and Drainage Study and provide a probable opinion of construction cost for recommendations along with rehabilitation of the roadway surface**. The purpose of this project is to support the City in making informed decisions regarding future improvements to 49th Street. Potential improvement alternatives under consideration include roadway widening, drainage improvements, full reconstruction, mill and overlay, or preventative maintenance treatments. This project is City funded.

Submissions shall be submitted in PDF format to BidNet before **11:59 PM (Mountain Time) on Friday July 31, 2026**.

Pre-Bid Meeting: A mandatory pre-bid meeting will be held at **11:30 AM Mountain Time, on July 15, 2026**, via **Microsoft Teams**. Please paste the below link into your browser to attend the meeting. Please try to access the link before the scheduled meeting to ensure that there are no technical difficulties. Firms that do not attend this meeting will not be allowed to submit for this solicitation.

<https://teams.microsoft.com/meet/213193219058111?p=sl9N0XlCp5A31gXVof>

Meeting ID: 213 193 219 058 111

Passcode: jY2Lp9i8

The City encourages all disadvantaged business enterprises to submit in response to this request for qualifications. Disadvantaged business enterprises will not be discriminated against on the grounds of race, color, or national origin for any submissions for negotiated agreements.

Questions concerning the scope of the solicitation should be submitted via email to Andy Vowell – avowell@evanscolorado.gov no later than **July 20, 2026 at 11:59 PM Mountain Time**. Vendors are strongly encouraged to make the effort to visit with the Project Manager(s) during the pre-bid meeting, get their questions addressed and answered, as well as clearly understand the City's expectations and procedures.

The City is subject to public information laws, which permit access to most records and documents. Proprietary information in your response must be clearly identified and will be protected to the extent legally permissible. Submissions may not be marked 'Proprietary' in their entirety. Information considered proprietary is limited to material treated as confidential in the normal conduct of business, trade secrets, and discount information. Summary price information may not be designated as proprietary as such information may be carried forward into other public documents. All provisions of any contract resulting from this request for qualifications will be public information.

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

Any submission deemed to be collusive, or a sham will be rejected and reported to authorities as such. Your authorized signature on this submission is presumed to assert that such submission is genuine and is not collusive or a sham.

The City reserves the right to reject any and all submissions and to waive any irregularities or informalities.

Andy Vowell
Procurement and Contract Specialist, MPM
1100 37th Street
Evans, CO 80620-2036
(970) 475-2240
avowell@evanscolorado.gov

I. INTRODUCTION

A. About Evans

Evans, Colorado is a growing city of 23,000 residents with a small-town feel and a dynamic economic foundation driven by energy, agriculture, healthcare, and construction. Known for its diverse and welcoming community, Evans offers a high quality of life with excellent schools, abundant parks, and easy access to both urban amenities and outdoor adventures.

Located in Northern Colorado along the Front Range of the Rocky Mountains, Evans is just an hour from Rocky Mountain National Park, providing year-round opportunities for hiking, biking, and wildlife exploration. The city is also within easy reach of Denver, Cheyenne, and Denver International Airport, making it well-positioned for economic growth and accessibility. Historically, Evans was founded in 1867 and incorporated in 1885, playing a key role in regional development along the South Platte River and the Union Pacific Railroad. Today, the city blends historic roots with modern growth, featuring new residential developments, commercial expansion, and a strong commitment to economic resiliency. Evans is currently investing in major infrastructure projects, including a new police station, expanded roadways, and revitalized public spaces.

With over 300 days of sunshine, a vibrant cultural scene, and a community-driven vision for the future, Evans is establishing itself as the Community of Choice in Northern Colorado.

B. Project Objectives

This project requires the selected firm to complete the following studies: **Traffic**, **Drainage**, and **Geotechnical**. The work also entails providing a probable opinion of construction cost for study recommendations and rehabilitation of the roadway surface.

II. REQUIRED QUALIFICATIONS

All companies submitting a response must be a qualified company and must be able to meet all requirements as noted in the contract documents and specifications. 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 Director of Engineering is Shantanu Tiwari (stiwari@evanscolorado.gov) and the Project Manager is Andy Green (agreen@evanscolorado.gov).

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

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

- Detailed description of the qualifications of the consultant/firm, specifically highlighting those portions of each section that will be critical to project success.
- Project personnel experience.
- A comment on the ability to adhere to, or requested amendments to, the terms of the standard contract included in the appendix, as amended by proposed special provisions presented in the Consultant's submission.
- Detailed description of key deliverables and tasks outlined in Exhibit B, below.

IV. METHOD OF SUBMITTAL

Submittals shall be submitted in .pdf format to BidNet.

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

Please include your firm name or abbreviation of in the file name of all submitted documents. Please keep file names as short as reasonably possible

V. FORM OF SUBMITTAL

Please limit submissions to 25 pages or less, not including dividers, cover letter, team resumes, or required forms.

The submittal shall include the following items:

- A. Cover letter
- B. Statement of Qualifications: The Consultant/Firm qualification information shall include: A brief history of the firm including organization structure, professional resumes stating qualifications of the consultant/firm to provide the services described herein. Include number of years in business, location of office or offices, and names of principals or employees who will complete the service and their resumes and qualifications.
- C. References from customers (minimum of five (5) projects from at least two (2) different clients), clients, or owners for whom you have delivered similar services. Experience in Colorado providing similar

services to a government entity is preferred. Please provide addresses, phone numbers, and individual contacts for each reference.

- D. Proposed project schedule
- E. Exhibit A shall be filled out and included in the submission packet.
- F. Completed and signed copy of the Non-Collusion Statement found in Exhibit C
- G. Completed Bid Proposal form found in Exhibit D
- H. Proposed not-to-exceed fee amount including breakdown by the various tasks outlined in Exhibit B as well as the different anticipated employees and the number of hours that they are expected to contribute to the project.
- I. Standard Contract: The Consultant shall review the standard contract and state a willingness to enter into this contract, subject to amendments necessary for the firm to comply with the proposal and listed as "Proposed Special Provisions to the City of Evans Standard Contract." Specific statements must be made concerning contract issues. General statements such as, "... in general agrees with all of contractual provisions...", "... have identified some minor items to resolve...", "...do not anticipate any difficulty in negotiating these issues...", are not considered acceptable responses. All contractual issues must be clearly identified in this portion of the proposal. Failure to do so may result in cancellation of contract award. The Consultant will be judged upon the thoroughness of review of the standard contract and the specificity of comments and changes. The scope of services of the standard contract will be modified to reflect the project specific scope of services arrived at by the City and the Consultant.

VI. SCOPE OF SERVICES

- A. Refer to the scope outlined in Exhibit B.
- B. City will be responsible for the following
 - Pay Application Review
 - Change Order Decisions

VII. MEETINGS AND DELIVERABLES

- A. Refer to scope outlined in Exhibit B.
- B. All meetings are to be held at Evans Municipal Building, 1100 37th Street, unless otherwise noted.

VIII. INSTRUCTIONS TO TEAMS

- A. Additional information

Teams may provide any additional information they feel will assist the City in our evaluation of the submitted statement of qualifications.

- B. Questions related to the scope of work should be submitted to Andy Vowell, Procurement and Contract Specialist (avowell@evanscolorado.gov).

City contacts:

Andy Vowell
Procurement and Contract Specialist, MPM
avowell@evanscolorado.gov

Andy Green
Civil Engineer
agreen@evanscolorado.gov

Shantanu Tiwari
Director of Engineering
stiwari@evanscolorado.gov

Jerry Hubbard
Accounts Payable Clerk
jhubbard@evanscolorado.gov

IX. SELECTION CRITERIA AND METHOD

- A. Review and Assessment Criteria
Professional Teams will be evaluated on the following criteria. These criteria will be the basis for reviewing the written submissions.

A shortlist of up to three (3) teams may be identified and invited for an interview at the City. The final selection will be made from this shortlisted group. The City reserves the right to award directly as a result of the written submissions. Finalist firms will be given more information regarding the scoring and evaluation process for the interviews.

Scope and Plan Approach

- Familiarity with the City of Evans
- Description of quality assurance and quality control program
- Understanding of the project and objective
- Description of plan to complete the project with success in mind

Company and Project Personnel

- Firm-related project experience
- Results of previous projects
- Qualifications of assigned personnel and their experience with similar projects

- Provide a minimum of 5 similar project references from at least 2 separate clients

Schedule

- Provided project schedule must demonstrate firm's ability to complete the project by December 1, 2026

Cost

- Proposed not-to-exceed amount including cost breakdown by both task/phasing as well as an hourly breakdown based on employee type

B. Reference Evaluation

The Project Manager, or their designee, will check references using the following criteria. The evaluation rankings will be labeled Satisfactory/Unsatisfactory.

1. Overall Performance
 - a. Would you hire this Professional again?
 - b. Did they provide the skills required by this project?
 - c. Did they communicate with you in a professional, timely manner?
 - d. Was the project a success?
2. Schedule
 - a. Was original Scope of Work completed within the specified time?
 - b. Were interim deadlines met in a timely manner?
3. Completeness
 - a. Was Professional responsive to client needs?
 - b. Did Professional anticipate problems?
 - c. Were problems solved quickly and effectively?
4. Budget
 - a. Was original Scope of Work completed within the project budget?
 - b. Were there any change orders to the Scope of Work?
5. Job Knowledge
 - a. If a study, did it meet the Scope of Work?
 - b. If Professional administered a construction contract, was the project functional upon completion and did it operate properly?
 - c. Were problems corrected quickly and effectively?
 - d. If construction documents, were they clear and concise for bidding and construction purposes?

EXHIBIT A – Request for Proposal Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposal (RFP) and acknowledges that they have read and agree to be fully bound by all of the terms, conditions, and other provisions set forth in the RFP. Additionally, the Contractor hereby makes the following representations to the City of Evans:

- a. All of the statements and representations made in this submission are true to the best of my knowledge and belief.
- b. I further agree that the method of award is acceptable to my company.
- c. I also agree to complete the proposed Agreements with the City of Evans within ten (10) days of final day of the protest period as noted in the notice of intent to award.
- d. If the contract is not completed and signed within ten (10) business days, City reserves the right to cancel and award to the next highest rated firm.
- e. I acknowledge receipt of _____ addenda.

Firm Name: _____

Physical Address: _____

Remit to Address: _____

Phone: _____

Authorized Agent of Firm Name: _____

Signature of Authorized Agent: _____

Primary Contact for Project: _____

Title: _____

Email Address: _____

Phone: _____

Cell Phone: _____

EXHIBIT B – Project Description

INTRODUCTION/BACKGROUND

The City of Evans is requesting proposals from qualified firms to provide **Engineering Services for the 49th Street Geotechnical, Traffic, and Drainage Studies and provide a probable opinion of construction cost for recommendations along with rehabilitation of the roadway surface**. The purpose of this project is to support the City in making informed decisions regarding future improvements to 49th Street. Potential improvement alternatives under consideration include roadway widening, drainage improvements, full reconstruction, mill and overlay, or preventative maintenance treatments.

The study area includes **49th Street in Evans, Colorado**, beginning at the point where Industrial Parkway becomes 49th Street and extending east to **65th Avenue**, Approx 4.1 Miles.



Picture 1: Project location

SCOPE OF WORK

DESCRIPTION

This project requires the selected firm to complete the following studies: **Traffic, Drainage, and Geotechnical**. The work also entails providing a probable opinion of construction cost for study recommendations and rehabilitation of the roadway surface.

Traffic Study

Evaluate existing traffic conditions along 49th St and develop future traffic forecasts. Based on these analyses, provide recommendations to the City regarding operational and infrastructure needs.

Drainage Study

Assess current drainage conditions within the project corridor and develop recommendations for managing both existing and projected stormwater flows.

Geotechnical Study

Investigate existing grade and subgrade conditions along 49th St to determine the pavement structure's suitability for various improvement options. Deliver recommendations regarding the feasibility of full reconstruction, mill and overlay, or other pavement rehabilitation strategies.

GEOTECHNICAL REPORT

The City of Evans is requesting a geotechnical evaluation to assess subsurface conditions along 49th St and determine the feasibility of roadway reconstruction and widening. The study will help identify whether existing grade and subgrade materials are adequate or if full reconstruction of the pavement structure is required.

Task

Conduct a comprehensive geotechnical investigation to confirm existing site conditions, obtain subsurface soil and groundwater information, and support the potential future design and replacement of the roadway section. The evaluation should address the following potential roadway design alternatives:

1. Roadway widening
2. Full reconstruction along the existing alignment
3. Partial mill-and-fill combined with localized reconstruction

The geotechnical report shall document subsurface conditions, including soil, rock, and groundwater characteristics relevant to construction. The report should also evaluate any risks and provide recommendations.

TRAFFIC REPORT

The City of Evans is seeking to evaluate current and future traffic conditions along 49th St and obtain recommendations for any necessary roadway or intersection improvements.

Task

Conduct a comprehensive Traffic Study that includes, at a minimum, the following elements:

1. Existing Traffic Volumes
2. Travel Patterns
3. Evaluation of Baseline traffic conditions
4. Signal Warrant Analysis
5. Future Traffic Forecasting and Operational Analysis, including:
 - a. Projected segment and turning movement volumes
 - b. Recommendations for future intersection control needs
 - c. Intersection delay/queue performance
 - d. Evaluation of the need for auxiliary lanes
 - e. Growth trend assumptions

Evans 2022 Transportation multi model plan is available upon request.
Evans 2025 Pavement Condition Report is available upon request.

DRAINAGE REPORT

The City of Evans is seeking a drainage assessment for the 49th St corridor to evaluate existing stormwater flows and develop recommendations to effectively manage current and future conditions. The Bridge passing over Ashcroft Draw is currently being evaluated.

Task

Prepare a comprehensive Drainage Report that identifies necessary improvements to accommodate storm events. The report should analyze existing flows looking upstream and downstream and recommend infrastructure upgrades as needed.

Two specific areas of concern include 2 sets of culverts located close to 65th Ave which feed into Rehmer Lake. These have historically exhibited capacity deficiencies and contributed to erosion. The evaluation should assess the performance of these culverts and provide any recommendations to address sizing, erosion, and long-term maintenance needs.

Evans 2016 Stormwater Management Plan is available upon request.

PROBABLE OPINION OF CONSTRUCTION COST

The Firm will provide a probable opinion of construction cost for rehabilitating the roadway surface on 49th St from 65th Ave to Industrial Parkway combining the recommendations from the 3 studies. It would be helpful to have multiple scenarios/options.

Task

Provide a probable opinion of construction cost assuming 49th St would be reconstructed from Grand Canyon Dr to 65th Ave and there would be the option of mill and overlay from Grand Canyon Dr to Industrial Pkwy. The following options are possible depending on study recommendations:

1. Roadway widening
2. Full reconstruction along the existing alignment
3. Partial mill-and-fill combined with localized reconstruction
4. Preventative Maintenance

PERMITTING & COMPLIANCE

The Consultant will obtain all necessary permits from local, county and state agencies and ensure compliance with all environmental and safety regulations (e.g., OSHA, EPA, OEPA) as appropriate.

TRAFFIC MANAGEMENT

If necessary, The Consultant will develop and implement a plan for temporary traffic control, including barricades, guards, and warning lights for any investigative work along the roadway.

SCHEDULE

All reports and submittals associated with these studies are due no later than **December 1, 2026**. The Firm shall ensure all required documentation is completed and delivered to the City by this deadline.

PROJECT MANAGEMENT

The Consultant will oversee and manage the pre-design studies and probably opinion of construction cost. This includes invoicing, preparing progress reports, maintaining the schedule, managing documents, and organizing project team meetings and travel.

Consultant will oversee securing both City and County ROW Permits as applicable due to city limits.

Exhibit D – Bid Proposal Form

49th St Pre-Design Studies

Proposal of _____ (hereinafter called bidder, doing business as * _____ organized and existing under the laws of the State of _____, to the City of Evans (hereinafter called CITY).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the **49th St Pre-Design Study** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this statement of qualifications, each submitter certifies, and in cases of a joint bid, each party hereto certifies as to their own organization, that this submission has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this submission with any other bidder or with any competitor.

Bidder acknowledges receipt of the following Addendum:

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents.

*** Insert "a Corporation", "a Partnership", or "an Individual" as applicable.**

EXHIBIT E – Professional Services Agreement

City of Evans, Colorado
SERVICE AGREEMENT
FOR PROFESSIONAL SERVICES BY
INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this **XXX MONTH, 2026** by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and **FIRM** (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services for the **49th St Pre-Design Studies** 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 **COST WRITTEN OUT (\$XXXXXX.XX)**. 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 fourteen (14) days after the rendering of services and the City will have thirty (30) days from the receipt of any verified invoice to render payment, pursuant to the terms of this Agreement.
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, as outlined in section XII, below, the Project shall be complete once Consultant furnishes 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. The Consultant represents and warrants that it currently holds, and throughout the term of this Agreement (including any extensions or renewals) shall maintain in good standing, all licenses, permits, certifications, and approvals required by applicable federal, state, and local laws to perform the services under this Agreement. Without limiting the foregoing, the Consultant shall obtain and maintain a valid City of Evans Business & Sales Tax License as required for conducting business within the City limits. The Consultant shall provide proof of such license to the City upon request and prior to commencement of services. Failure to maintain any required license shall constitute a material breach of this Agreement.

D. 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.

E. 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.

F. 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.

IX. 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 coverage, 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 the City, subject to annual appropriation and City designated authorization limits, and subject to agreed-upon 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 Consultant 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 **Exhibit A** 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: **FIRM ADDRESS**

XX. GOVERNMENTAL IMMUNITY

The Parties recognize and acknowledge the City is a Colorado municipality, entitled to certain protections under the Colorado Governmental Immunity Act ("CGIA"), Sections 24-10-101, et seq., Colorado Revised Statutes. By entering into the Agreement, the City does not waive and does not intend to waive any of the immunities or other protections afforded to it by the CGIA.

XXI. 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
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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: _____
RELEVANT APPROVER

ATTEST:

RELEVANT CITY EMPLOYEE

APPROVED AS TO FORM:

Ed Bull, City Attorney

APPROVED AS TO SUBSTANCE:

Cody R. Sims, City Manager

CONSULTANT

By: _____

Title: _____