



RFP#FY25-012

REQUEST FOR PROPOSALS:
City of Evans ADA Transition Plan Update
July 15, 2025

| Tentative Schedule | |
|---------------------------|---|
| Solicitation Advertised | 7/15/2025 |
| Optional Pre-Bid Meeting | 7/21/2025 |
| Questions Due | 7/28/2025 |
| Answers Posted | 8/4/2025 |
| Solicitation Close | 8/11/2025 |
| Initial Evaluation | 8/21/2025 |
| Notify Finalists | 8/22/2025 |
| Finalist Interviews | TBD |
| Final Evaluation | Within 1 week of last interview |
| Notice of Intent to Award | Within 1 week of final evaluation |
| City Manager Approval | After 10-day protest period has passed |
| Notice to Proceed | Within 10 days of City Manager approval |



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REQUEST FOR PROPOSALS

The City of Evans (City) is soliciting proposals from qualified consultants for the City of Evans Americans with Disabilities Act (ADA) Transition Plan update.

Proposals shall be submitted in PDF format to BidNet before **2359 hours (mountain time-zone) on August 11, 2025**.

Pre-Proposal Meeting: A voluntary pre-proposal meeting will be held at **1000 hours, on July 21, 2025**, via **Microsoft Teams**. Please paste the following link into your browser to attend the meeting:

https://teams.microsoft.com/join/19%3ameeting_NjVIODc3MzctNTMyYy00ZTdJLWJhYjktODQwZWZEWmMmRjYTMw%40thread.v2/0?context=%7b%22id%22%3a%22e97fcc68-4145-4755-b84b-f31e1eea69a4%22%2c%22oid%22%3a%22e9a348c6-c706-42c9-9810-b22be862b464%22%7d

Meeting ID: 259 178 551 462 5

Passcode: zr2Bp7hU

If you have trouble accessing the link, please reach out to avowell@evanscolorado.gov.

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

Questions concerning the scope of the solicitation should be submitted via email to Andy Vowell – avowell@evanscolorado.gov. Vendors are strongly encouraged to make the effort to visit with the Project Manager(s) during the pre-proposal 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. Proposals 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 proposal 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 proposal deemed to be collusive, or a sham proposal will be rejected and reported to authorities as such. Your authorized signature on this proposal is presumed to assert that such proposal is genuine and is not a collusive or sham proposal.

The City reserves the right to reject any and all proposals 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

The City of Evans is seeking proposals from a qualified consultant/firms to assist with the update of the City's ADA Transition Plan. This will include providing a documented comprehensive evaluation of facilities, including buildings, parking lots, sidewalks, parks/playgrounds, programs and any other potentially unidentified items across the City which may currently lack accessibility and creating a priority schedule based on findings.

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 Owner's Project Manager is the Safety and Risk Manager/ADA Coordinator for the City of Evans, or their designee.

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 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 proposal.
- Detailed description of deliverables.
- The fee estimate shall be submitted in a separate pdf. Fee estimate shall include hourly costs/rates for all proposed personnel and compensation for direct expenses to include travel costs/rates.
- Current fee schedule to be used for the duration of the contract unless agreed to in writing by both parties.

IV. METHOD OF SUBMITTAL

Proposals shall be submitted in .pdf format to BidNet.

All proposals submitted shall become the property of City of Evans and will become public record. Two separate pdfs shall be submitted as follows.

- proposal and
- fee estimate with billing rates included.

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

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 project. Please limit proposals to 15 pages or less, not including dividers or cover letter.

The proposal shall include the following items:

- A. Cover letter indicating interest in submitting proposal.
- B. Statement of Qualifications: The Strategic Planning Consultant/Firm qualification information shall include:
 - 1. 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.

2. References from customers, 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.

- C. Fee: The Fee Proposal shall correspond to Section VIII of this request for proposals. The cost proposal shall indicate the hourly costs/rates for all proposed personnel and compensation for direct expenses to include travel costs/rates.
- D. Exhibit A shall be filled out and included in the proposal packet.
- E. Completed and signed copies of the Non-Collusion Statement and Bid Proposal forms found in Exhibit C
- F. 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 The Evans Community Complex, 1100 37th Street, unless otherwise noted.
- C. All Deliverables shall be electronically submitted.

VIII. FEE PROPOSAL

The fee proposal shall indicate the hourly costs/rates for all proposed personnel and compensation for direct expenses to include travel costs/rates.

IX. INSTRUCTIONS TO TEAMS

A. Fees

The City of Evans shall be the Owner of this project. The Owner's Project Manager is the Safety and Risk Manager/ADA Coordinator, or their designee.

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

Reasonable expenses will be reimbursable as mutually agreed-upon at a cost plus a reasonable administrative mark-up. Please indicate the percent mark-up for expenses. Teams should provide billing rates that will be used for each project.

B. Additional information

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

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

City contacts:

Procurement Representative
Andy Vowell
Procurement and Contract Specialist, MPM
(970) 475-2240
avowell@evanscolorado.gov

Project Manager
Kurt Boudette
Safety and Risk Manager/ADA Coordinator
(970) 373-8649
kboudette@evanscolorado.gov

X. 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 proposals and interview sessions (if the City should determine whether an interview process is required).

A shortlist of teams will 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 proposals.

Scope and Strategic 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

Schedule

- Provided project schedule must demonstrate firm's ability to complete the project within 18 months

Fee Estimate

- Proposals will be ranked by fee after completion of the review of the other review criteria

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 proposal 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 thirty (30) days of notice of award.
- d. If the contract is not completed and signed within thirty (30) 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

Project: City of Evans ADA Transition Plan

Description: The City of Evans is soliciting proposals from qualified consultants to complete an ADA Transition Plan. Working with relevant Department/Division Heads, and key stakeholders, develop a collaborative process to formulate a strategic vision with an emphasis on near and long-term objectives that will establish Evans as *the* Community of Choice in Northern Colorado. The City Council's goals are centered on economic growth and resiliency, rooted in 1). infrastructure maintenance and rehabilitation; 2). community beautification; 3). financial resiliency; and 4). collaborative partnerships. Although the City Council has identified these goals, an update to the City's ADA Transition is desired to establish actionable strategies and measurable outcomes to ensure accessibility for the City's community members and visitors.

The City anticipates that update to the ADA Transition Plan will take several months to provide adequate time for participation in the project. The outcome of the process will be a written update to the City's ADA Transition Plan. Such plan shall also include a comprehensive evaluation of all City facilities, as well as at the planning process along with the implementation plan. Please note that this RFP requests the services of a consultant to facilitate the strategic planning process. The City is aware that there are a variety of perspectives, models, and approaches available to develop an ADA Transition Plan; therefore, the successful firm should be able to discern which model or models will enable the City to complete its organizational and programmatic goals. The successful firm will be required to demonstrate its ability to meet these requirements.

Scope of Services: **Project Management**

- Oversee all aspects of project planning, ensuring alignment with the requirements of the ADA.
- Provide Continuous communication with the Project Manager.

Meetings

- Initial project meeting to outline objectives, roles, responsibilities and timelines.
- Regular updates on project progress, adjustments to timelines, and addressing of any issues.
- Engagement with a Project Steering Committee.

Self-Evaluation

- Conduct a comprehensive assessment of current facilities and services, including buildings, exterior routes (sidewalks and ramps, pedestrian pathways, etc.), transit stops, parking and recreation locations/services offered by the City.

Update of the City of Evans ADA Transition Plan

- Update the existing complaint grievance procedure for accessibility issues.
- Verify or create ADA Public Notices in line with regulatory requirements.
- Provide detailed reports for each facility type, identifying accessibility barriers as identified during the self-evaluation. Consider accessibility for physically disabled community members and guests as well as accessibility tied to acoustics, spatial sequencing, escape spaces, compartmentalization, transition spaces, sensory zoning and safety for neurodivergent individuals. Included in these reports should be information about furniture, signage, and other aspects of an accessible space.
- Creation of a comprehensive GIS layer that logs barriers, assigns priorities, estimates remediation costs and includes mapping.
- Establish a prioritized list of barriers and associated costs for remediation, supporting decision making on phased barrier removal.
- Evaluate current web-based City content to ensure compliance with the ADA.

EXHIBIT C – Non-Collusion Statement and Bid Proposal Form
NON-COLLUSION STATEMENT

_____, being first duly sworn, deposes and says that:

- (1) He is the _____ of
(owner, partner, officer, representative or agent)
_____, the
(Company's Name)
bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;
- (3) Such bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, firm or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, firm or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any unlawful agreement any advantage against the City of Evans or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by a collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public in and for Colorado
My Commission expires: _____

BID PROPOSAL

City of Evans Strategic Plan

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 **City of Evans ADA Transition Plan Update** in strict accordance with contract documents, within the time set forth therein, and at prices stated below.

By submission of this bid, each bidder certifies, and in cases of a joint bid, each party hereto certifies as to their own organization, that this proposal has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this proposal 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 D – Professional Services Agreement

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 ADA TRANSITION PLAN 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: _____
Cody Sims, City Manager

ATTEST:

Julie Barnett, City Clerk

APPROVED AS TO FORM:

Drew Lyman, City Attorney

APPROVED AS TO CONTENT:

Kurt Boudette, Safety and Risk Manager/ADA Coordinator

CONSULTANT

By: _____
Title: _____