

CONTRACT FOR SERVICES

This Agreement, made effective this ____ day of ___, 2026 is by and between CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "City", and VENDOR, _____, hereinafter called "VENDOR".

EFFECTIVE DATE AND NOTICE OF NONLIABILITY. This Agreement shall not be effective or enforceable until it is approved and signed by the City (hereinafter called the "Effective Date") but shall be effective and enforceable thereafter in accordance with its provisions. The City shall not be liable to pay or reimburse VENDOR for any performance hereunder or be bound by any provision hereof prior to the Effective Date.

RECITALS

WHEREAS, upon the Effective date, authority exists, and funds have been budgeted, appropriated, and otherwise made available, and a sufficient unencumbered balance thereof remains available for payment, as defined further herein; and

WHEREAS, the City desires to contract with _____ for _____.

NOW THEREFORE, it is hereby agreed that:

1. SCOPE OF WORK & SCHEDULE

VENDOR shall perform and accomplish all the work and service proposed for the project in accordance with Exhibit A, Scope of Work.

The VENDOR shall commit the following individuals, at a minimum, to perform the Project:

- Fill in Name
- Fill in Name

The VENDOR shall not substitute or replace the listed individuals without reasonable cause and authorization by the City.

2. COMPENSATION

In consideration of the performance of the said work and services, City agrees to pay VENDOR a total amount of _____.

The final installment shall not be due until the VENDOR has delivered the final report. The fee is inclusive of all travel and out-of-pocket expenses.

All payments due to VENDOR shall be paid within thirty (30) business days of receiving an invoice for sums due to VENDOR. The VENDOR shall invoice by the 15th of each month.

3. INDEMNIFICATION

- a. VENDOR agrees to indemnify, defend and hold harmless City, its Council, agents and employees of and from any and all liability, claims, liens, demands, actions and causes of action whatsoever (including reasonable attorney's and expert's fees and costs) arising out of or related to any loss, cost, damage or injury, including death, of any person or damage to property of any kind caused by the misconduct or negligent acts, errors or omissions of VENDOR or its employees, sub-vendors or agents in connection with this Agreement.
- b. VENDOR shall not be liable in the event of injury or death to a participant resulting from participation in the Project itself, and through no fault of VENDOR.
- c. This provision shall survive any termination or expiration of this Agreement with respect to any liability, injury or damage occurring prior to such termination.

4. INSURANCE

4.1 General Requirements

VENDOR shall procure and maintain, at its own expense, insurance of the types and limits described in this Article for the duration of this Agreement. All insurance shall be issued by companies authorized to do business in Colorado and acceptable to the City. Evidence of coverage shall be provided to the City prior to commencement of work.

4.2 Commercial General Liability (CGL)

VENDOR shall maintain commercial general liability insurance on an occurrence basis with minimum limits of:

- \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
- Coverage shall include, at a minimum:
- Bodily injury and property damage
 - Personal and advertising injury
 - Products and completed operations
 - Blanket contractual liability covering VENDOR's indemnity obligations

Required Endorsements:

- The City shall be named as an Additional Insured for ongoing and completed operations.
- Coverage shall be primary and noncontributory to any insurance carried by the City.

- VENDOR shall provide a waiver of subrogation in favor of the City.

4.3 Automobile Liability

Required only if VENDOR will operate vehicles in performance of the work.

Coverage shall apply to owned, hired, and non-owned vehicles with minimum limits of:

- \$1,000,000 combined single limit.

4.4 Workers' Compensation and Employer's Liability

VENDOR shall maintain:

- **Workers' Compensation:** Statutory limits as required by Colorado law.
- **Employer's Liability:**
 - \$100,000 each accident
 - \$100,000 disease each employee
 - \$500,000 disease policy limit

4.5 Professional Liability (NOT Applicable)

Required for professional services such as engineering, architecture, IT, consulting, or other services involving specialized expertise.

Minimum limits shall be:

- \$1,000,000 per claim

VENDOR shall maintain such coverage for a period of two (2) years after completion of the services.

4.6 Certificates of Insurance

VENDOR shall provide Certificates of Insurance prior to commencing work. The City may request copies of policies or endorsements at any time during the term of this Agreement.

4.7 Governmental Immunity

Nothing in this Article shall be construed as a waiver, in whole or in part, of the City's governmental immunity or the limitations on liability set forth in the Colorado Governmental Immunity Act, C.R.S. 24-10-101 to 24-10-120, as amended.

5. INDEPENDENT VENDOR

In carrying out its obligations and activities under this Agreement, VENDOR is acting as an independent vendor and not as an agent, partner, joint venture or employee of City. VENDOR does not have any authority to bind City in any manner whatsoever.

6. DELEGATION AND ASSIGNMENT

This is a personal contract with VENDOR and, therefore, VENDOR shall not delegate or assign its duties under this Agreement without the prior written consent of City which consent City may withhold in its discretion. Subject to the foregoing, the terms, covenants and conditions of this Agreement shall be binding on the successors and assigns of either party.

7. NOTICES

Any notice, demand or communication which either party may desire or be required to give to the other party shall be in writing and shall be deemed sufficiently given or rendered if delivered personally or sent by certified first class US mail, postage prepaid, addressed as follows:

CITY:

City Manager
City of Gunnison
PO Box 239
201 W Virginia Ave
Gunnison, CO 81230
Phone: 970-641-8171
Email: awilson@gunnisonco.gov

VENDOR:

8. PROJECT CANCELLATION

Should the Project be cancelled through no fault of VENDOR, VENDOR shall be paid for work performed to the date of cancellation.

9. MISCELLANEOUS

- a. SEVERABILITY. If any clause or provision of this Agreement shall be held to be invalid in whole or in part, then the remaining clauses and provisions, or portions thereof, shall nevertheless be and remain in full force and effect.
- b. AMENDMENT. No amendment, alteration, modification of or addition to this Agreement shall be valid or binding unless expressed in writing and signed by the parties to be bound thereby.
- c. NO WAIVER OF GOVERNMENTAL IMMUNITY. Nothing in this Agreement is, or shall be construed to be a waiver, in whole or part, by City of governmental immunity provided by the Colorado Governmental Immunity Act or otherwise.

10. ATTORNEYS FEES

If any party hereto shall bring any suit or action against another for relief, declaratory or otherwise, arising out of this Agreement, the prevailing party shall have and recover against the other party, in addition to all court costs and disbursements, such sum as the court may adjudge to be reasonable attorney's fees and expert witness fees.

11. GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive jurisdiction and venue for any legal proceedings related to this Agreement shall be in the state District Court governing Gunnison, Colorado.

12. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes any and all prior agreements, proposals, negotiations and representations pertaining to the obligations to be performed hereunder.

13. COUNTERPARTS

This Agreement may be executed in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

**CITY OF GUNNISON,
a Colorado home-rule municipality**

By: _____
Amanda Wilson, City Manager

VENDOR

By: _____