Request for Proposals

Consolidated Wastewater Treatment Plant
Geotechnical Services

Issue date:
March 23, 2015

Owner:
City of Evans
1100 37th Street
Evans, CO 80634

Project Manager:
Ditesco
1315 Oakridge Drive, Suite 120
Fort Collins, CO 80525
Keith Meyer, P.E.

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A. Professional Services Agreement
B. Evans WWTP Proposed Geotech Layout_3-15-15

I. Introduction

The City of Evans (City) is requesting proposals for geotechnical study of three main areas to support design of a new combined wastewater treatment facility. Geotechnical study will include geotechnical boreholes and logging, soils classification, and foundation and bearing recommendations via a geotechnical report for several proposed buildings and a proposed force-main. The new treatment facility is to be located at their current Hill-n-Park (HNP) plant site and a new lift station and approximately 19,000 linear feet of new force-main will be constructed as part of the project. Figure 1 below shows the approximate project boundaries.

II. Purpose

The purpose of this request for proposal is to engage the services of a Geotechnical Engineer and Licensed Professional Engineering (Licensed in Colorado) to provide geotechnical information to the City's wastewater design team to facilitate design of the HNP WWTP, lift station and force-main improvements.

The City expects the firm hired under this RFP to provide the services outlined hereunder and as defined in the final scope of work.

The City has an aggressive timeline to complete the consolidated WWTP design and construction and it is expected that the firm selected will have the necessary resources to dedicate to this project to meet design timeframes. Geotechnical field work and report deliverables are expected to be performed and delivered during April and May of 2015.

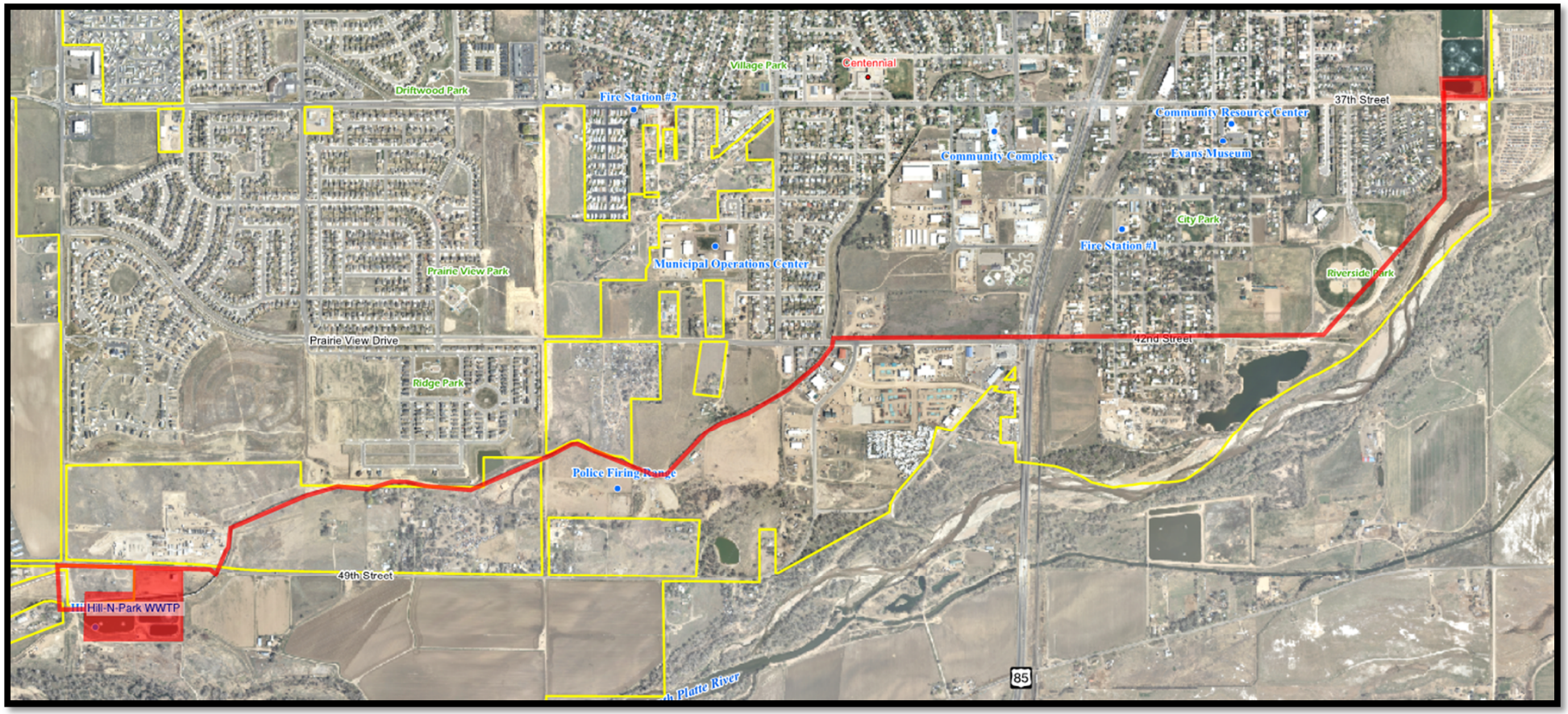


Figure 1 - Approximate Project Limits

III. Scope of Services

The services requested under this request for proposal will generally consist of the following.

A. Requirements

The selected Consultant will be expected to provide a full range of geotechnical engineering services as described below.

Perform Geotechnical Bore holes for HNP WWTP and Proposed Lift Station and Force-Main Sites

The Consultant will perform borehole investigation for the Proposed Lift Station, Force-Main Alignment and HNP WWTP Site. Boreholes may be self-performed or subcontracted. Borehole work shall include the following:

- Coordinate existing utility notification and utility marking for the work.
- Boreholes shall be 5-foot below force-main pipe invert (approximately 10' minimum). Preliminary pipeline profile information will be provided to the successful firm.
- Boreholes for the lift station and HNP WWTP site shall be of sufficient depth to determine water table and building/structure foundation recommendations. Depths to bedrock, bedrock stability and bearing properties are expected.
- Material excavated from boreholes shall be classified and blow counts included as applicable.
- Samples taken from boreholes shall include classification, gradation, swell potential, soil resistivity/corrosion potential for cathodic protection design; asphalt core depths and pavement sections shall be documented; atterberg limits and soluble sulfates shall be obtained.
- R value or other soil capacity tests shall be taken for design of pavement structure. Pavement recommendations for the site and repair of roadways along the force main alignment shall be provided.
- Consultant shall be responsible for any traffic control needed to perform the work.
- Borehole logs with material classification and blow counts shall be provided in a summary log as part of the geotechnical report.
- Borehole locations shall be marked in the field following drilling for as-built locations by surveyor working under a separate contract.
- Consultant shall provide a site map including locations of all proposed buildings and identify borehole locations and major landmarks in the final geotechnical report.

Perform Building/Structure Foundation and Fill Recommendations

The Consultant will be expected to prepare foundation recommendations for each of the buildings and structures at both the HNP WWTP site and Lift Station locations:

- Provide recommended foundation type and soil bearing capacity at each of the proposed building and structure locations.
- Provide recommendation for remediation of unsuitable subgrade materials and/or over-excavation if necessary.
- Provide recommendation of pipeline subgrade material suitability for standard pipe trenching along pipeline alignment or at the sites.
- Perform uplift analysis for any necessary structures.
- Provide recommendation for structural backfill if onsite materials are unsuitable.
- Provide general excavation recommended guidelines for dewatering and shoring for excavation and trenching associated with the work.
- Provide material testing results and calculations for all gradations, soil swell/expansion testing, and buoyancy calculations.

Preliminary and Final Geotechnical Report
The Consultant will be expected to provide a preliminary report for review in an advance package to facilitate design efforts. Preliminary report will summarize general soil characteristics and preliminary foundation recommendations and findings. Final geotechnical report will be submitted following a review of the initial report with full site analysis, conclusions, and recommendations.

Consultant Pricing Structure
The Consultant will be expected to provide a breakdown of pricing (including hourly rates) to facilitate any field changes or desired changes in consultant's scope for need or convenience as determined by the City or City's Project Manager. Total number of geotechnical boreholes may vary depending on field conditions. Consultant pricing breakdown shall include a "price per hole" cost. For the purposes of this proposal, prospective consultants shall use Exhibit B for borehole count and location. A final scope of services will be negotiated.

B. Project Schedule

Event	Date	Time
RFP Advertised to Consultants	March 23, 2015	-
Final Day for Questions	April 3, 2015	5:00 pm (MST)
Proposals Due **email to:** **keith.meyer@ditesocservices.com** **Cc: jgonifas@evanscolorado.gov**	**April 8, 2015**	**2:00 pm (MST)**

After the selection process is complete, the City anticipates the geotechnical work as described herein to take place during April and May of 2015.

IV. Instructions to Consultants

A. Submittal Requirements

Qualified consultants interested in performing the work described in this RFP should submit the following information. The information listed below is in no specific order of importance or organization.

1. Provide an original, signed cover letter of the firm's principal identifying your interest and desire to work on this project.

2. Qualifications of your firm and staff proposed, as well as key consultant team members identified to perform work on this project. This should include resumes of staff and any recommendation/commendation letters received for past projects.

3. A list of similar projects your firm has completed with the key personnel proposed for this project. Please provide at least three (3) complete references with full contact information. The City or its representative will contact one or more of your references as part of the selection process.

4. Provide a summary (spreadsheet format suggested) of your estimated costs to perform the Scope of Services outlined in Part III above. The summary shall outline the activities for each work part, indicate the cost per part, total of hours per estimated labor category, reimbursables

and the contract total cost. Assume all schedule constraints and work products as outlined in this RFP.

5. Discuss your willingness to enter into the Professional Services Agreement included as part of this RFP and list any exceptions your firm may have to the Agreement.

6. Limit the total length of your proposal to a maximum of **10** pages, double sided (excluding covers and dividers).

7. Submit a single electronic copy emailed to:

   keith.meyer@ditescoservices.com and
   jgonifas@evanscolorado.gov

   **Limit file size to 10MB

8. Proposals must be received no later than **April 8, 2015 (2 pm, MST)**

B. Contacts

Submit all questions in writing to:
Keith Meyer, PE
Project Manager
Ditesco
(970) 988-8605
keith.meyer@ditescoservices.com

V. Selection Criteria and Method

Attached to this document is the Selection Criteria to be used during proposal evaluations and interviews. The City reserves the right to accept or reject any proposal and waive any irregularities or informalities presented in the proposals received. The City intends to award this contract based on proposals received alone. Interviews with individual firms are not expected.

VI. Terms and Conditions

The payment for services, as described under the Scope of Services, shall be based upon hourly rates provided in the Scope of Services billed up to a **guaranteed maximum**; **hourly, not-to-exceed amount.** Any changes in scope to the original contract will be treated as a negotiated change order to the contract.

1. Financial Obligation.

City of Evans anticipates appropriating funds for use on the *Consolidated WWTP Project.* All funds made available for the project shall be at the sole discretion of the City of Evans and subject to annual appropriations. The City of Evans reserves the right to cancel this RFP at any time, without penalty.

2. References.

References contained in this Request for Proposals submitted by Bidder are an intricate part of Bidder's qualifications. References must be accurate. Bidder authorizes City and Ditesco (Project Manager) to verify any and all information contained in the Request for Proposals from references contained herein and hereby releases all those concerned providing information as a reference from any liability in connection with any information they give.

3. Collusive or Sham Proposals.

Any proposal deemed to be a collusive or sham proposal will be immediately rejected. The consultant's principal's signature on the RFP cover letter shall assure the proposal is genuine.

Request for proposals may be modified or withdrawn by the Bidder prior to the established due date and time.

4. Ownership of Documents.

City of Evans shall own all documents submitted or generated during this proposal process or thereafter. The Consultant will not be compensated for generating, producing or duplicating any proposal materials associated with this RFP. All information submitted for proposal evaluation will be considered official information acquired in confidence and the City will use its best efforts to maintain confidentiality to the extent permitted by law.

5. Proposal as Contract.

Items contained in the selected proposal will be considered conditions of the contract (as applicable). In the event conditions of the agreement documents conflict with elements in the proposal, the agreement documents shall govern.

The City reserves the right to reject any or all responses to this request for proposals and any or all bids, and to waive any irregularities in any response of Bids received.

Selection Criteria

Firms will be evaluated on the following criteria. These criteria will be the basis for review of the written proposals.

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

WEIGHTING FACTOR	QUALIFICATION	STANDARD
1.0	Availability	Can the firm provide flexibility to work on this type of contract? Are other qualified personnel available to assist in meeting project schedules if required? Is the project team available to attend meetings as required?
2.0	Firm Capability	Does the firm have the support capabilities that the assigned personnel require? Has the firm designed and held previous contracts of this type and scope? Have these designs been successfully implemented?
3.0	Cost	Is the overall cost for the phase presented within the project manager's estimate? Are the labor unit costs reasonable and relative to current market rates?

Reference evaluation (Top Ranked Firm)

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

QUALIFICATION	STANDARD
Overall Performance	Would you hire this Professional again? Did they show the skills required by this project?
Timetable	Was the original Scope of Work completed within the specified time? Were interim deadlines met in a timely manner?
Completeness	Was the Professional responsive to client needs; did the Professional anticipate problems? Were problems resolved quickly and effectively?
Budget	Was the original Scope of Work completed within the project budget?

Exhibit A

AGREEMENT FOR PROFESSIONAL SERVICES

(note page count does not include agreement or exhibits)

City of Evans, Colorado

AGREEMENT FOR PROFESSIONAL SERVICES BY INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into this __the day of _____, 2015, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and _____ (hereinafter referred to as "Consultant").

RECITALS:

A. The City requires professional services.

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.

IV. COMPENSATION

A. In consideration for the completion of the services specified herein by Consultant, the City shall pay Consultant an amount not to exceed _____ ($__). Payment shall be made in accordance with the schedule of charges in **Exhibit A**, which is attached hereto and incorporated herein by this reference. Invoices will be itemized and include hourly breakdown 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.

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 construction 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. Provided that the claims, demands, suits, actions or proceedings of any kind are not the result of professional negligence, 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, in any way resulting from or arising from the services rendered by 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 to the extent caused by the negligence of the City's mayor and City council, officials, officers, directors, agents and employees.

B. INDEMNIFICATION FOR PROFESSIONAL NEGLIGENCE: The Consultant shall indemnify and hold harmless the City, its mayor and City council, and any of its officials, officers, directors, and employees from and against damages, liability, losses, costs and expenses, including reasonable attorneys fees, but only to the extent caused by the negligent or intentional acts, errors or omissions of the Consultant, its employees, subconsultants, or others for whom the Consultant is legally liable, in the performance of professional services under this Agreement. The Consultant is not obligated under this subparagraph IX.B. to indemnify the City for the negligent acts of the City, its mayor or City council, or any of its officials, officers, directors, agents and employees.

C. INDEMNIFICATION – COSTS: Consultant agrees, to the extent provided in Paragraph A., above, to investigate, handle, respond to, and to provide defense for and defend against any such liability, claims or demands at the sole expense of Consultant, for actions caused by Consultant, or, at the option of the City, agrees to pay the City or reimburse the City for the defense costs incurred by the City in connection with any such liability, claims or demands for actions caused by Consultant. Consultant also agrees, to the extent provided in Paragraph A. above, to bear all other costs and expenses related thereto, including court costs and attorney fees, whether or not any such liability, claims or demands alleged are groundless, false or fraudulent. If it is determined by the final judgment of a court of any competent jurisdiction that such injury, loss or damage was caused in whole or in part by the act, omission or other fault of the City, its mayor and City council, officials, officers, directors, agents and employees, the City shall reimburse Consultant for the portion of the judgment attributable to such act, omission or other fault of the City, its 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 1, 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: Risk Manager

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. 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. The Consultant shall also have the ability to terminate this agreement by providing City with forty-five (45) days' advance written notice. 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, 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 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.

XIII. 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.

XIV. 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.

XV. 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.**

XVI. NO WAIVER

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

XVII. ENTIRE AGREEMENT

This Agreement and the attached Exhibit A is 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.

XVIII. 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: Jessica Gonifas – Deputy City Manager
1100 37th Street
Evans, Colorado 80620-2036

Consultant: _____

XIX. 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.

XX. SPECIAL PROVISIONS

The "Special Provisions" attached hereto as **Exhibit C** and incorporated by this reference are made a part of this Agreement. For purposes of the Special Provisions, the Consultant shall be referred to as the "Contractor."

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: _____
John Morris, Mayor [***IF OVER $10K***]
Aden Hogan, Jr., City Manager [***IF UNDER $10K***] [***Pick one, delete the other***

ATTEST:

_____
Raegan Robb, City Clerk

APPROVED AS TO FORM AND SUFFICIENCY:

_____
Scotty P. Krob, City Attorney

APPROVED AS TO CONTENT:

_____
Aden Hogan, Jr., City Manager

CONSULTANT

By: _____
Title: _____

[**Use attest *or* notary block, not both. Delete the one not used, please**.]
ATTEST:

By: _____
Title: _____

<u>OR</u> NOTARY BLOCK:

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__, by _____, as _____ of _____.

My commission expires: _____.

SEAL

_____
Notary Public

Exhibit B

Special Provisions Required by §§ 8-17.5-101 et seq., C.R.S.

A. Certification. By entering into this Agreement, Contractor hereby certifies that, at the time of this certification, it does not knowingly employ or contract with an illegal alien and that Contractor has participated or attempted to participate in the basic pilot program administered by the U.S. Department of Homeland Security in order to verify that it does not employ any illegal aliens. §

B. Prohibited Acts. Contractor shall not:

1. Knowingly employ or contract with an illegal alien to perform work under this Agreement; or

2. Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

C. Verification.

1. Contractor has verified or attempted to verify through participation in the basic pilot program administered by the U.S. Department of Homeland Security that Contractor does not employ any illegal aliens and, if Contractor is not accepted into the basic pilot program prior to entering into this Agreement, that Contractor shall apply to participate in the basic pilot program every three (3) months until Contractor is accepted or this Agreement has been completed, whichever is earlier.

2. Contractor shall not use basic pilot program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

3. If Contractor obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Contractor shall:

i. Notify the subcontractor and the City within three (3) days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

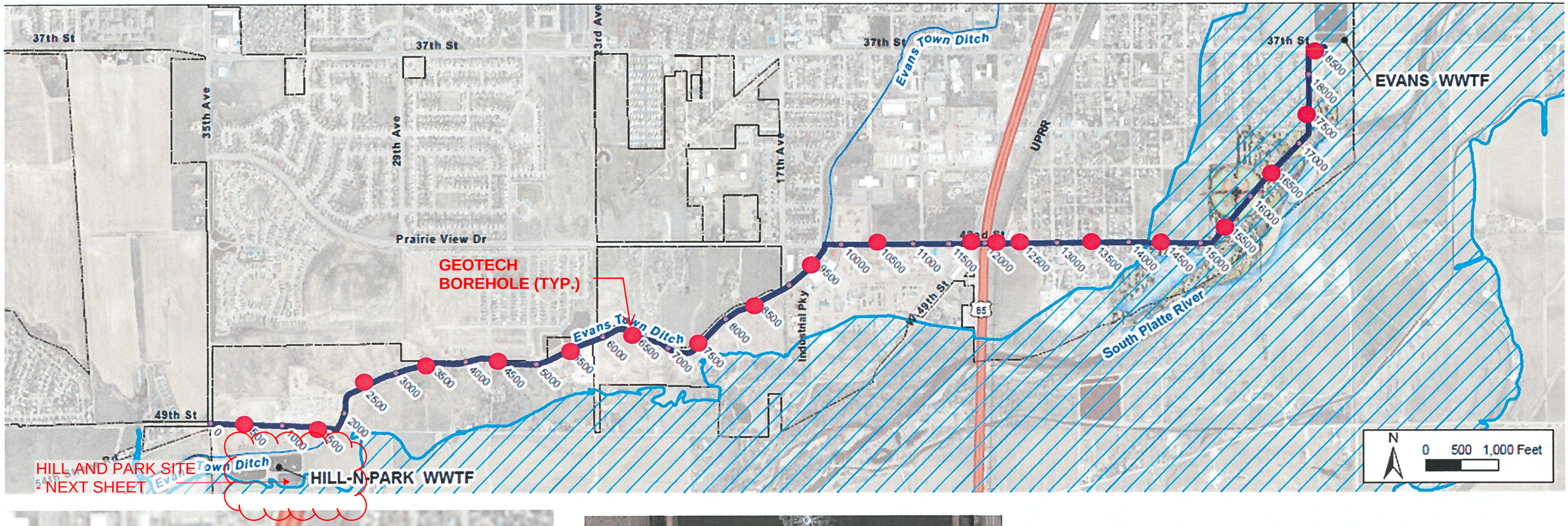
ii. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph i. hereof, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

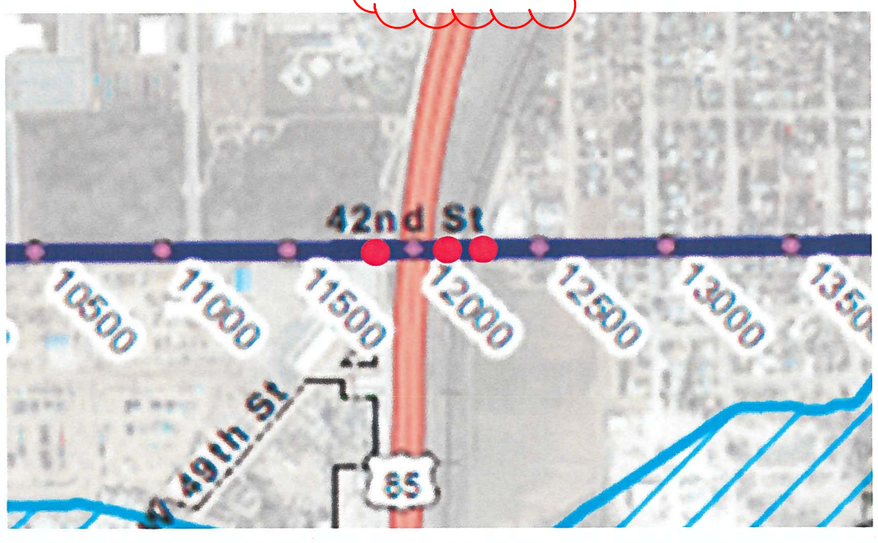
D. Duty to Comply with Investigations. Contractor shall comply with any reasonable request by the Colorado Department of Labor and Employment made in the course of an investigation conducted pursuant to C.R.S. § 8-17.5-102(5)(a) to ensure that Contractor is complying with the terms of this Agreement.

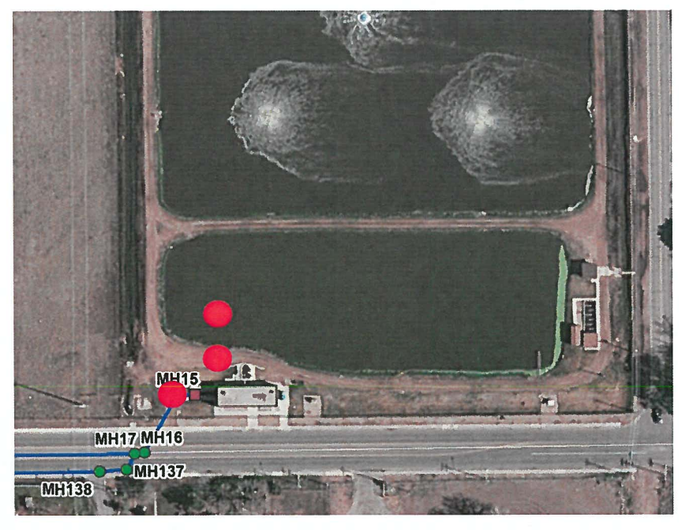
Exhibit B

EVANS WWTP PROPOSED GEOTECH LAYOUT_3-15-15

Layout of bore/test hole locations shown is schematic and will change based upon final layout of site features.

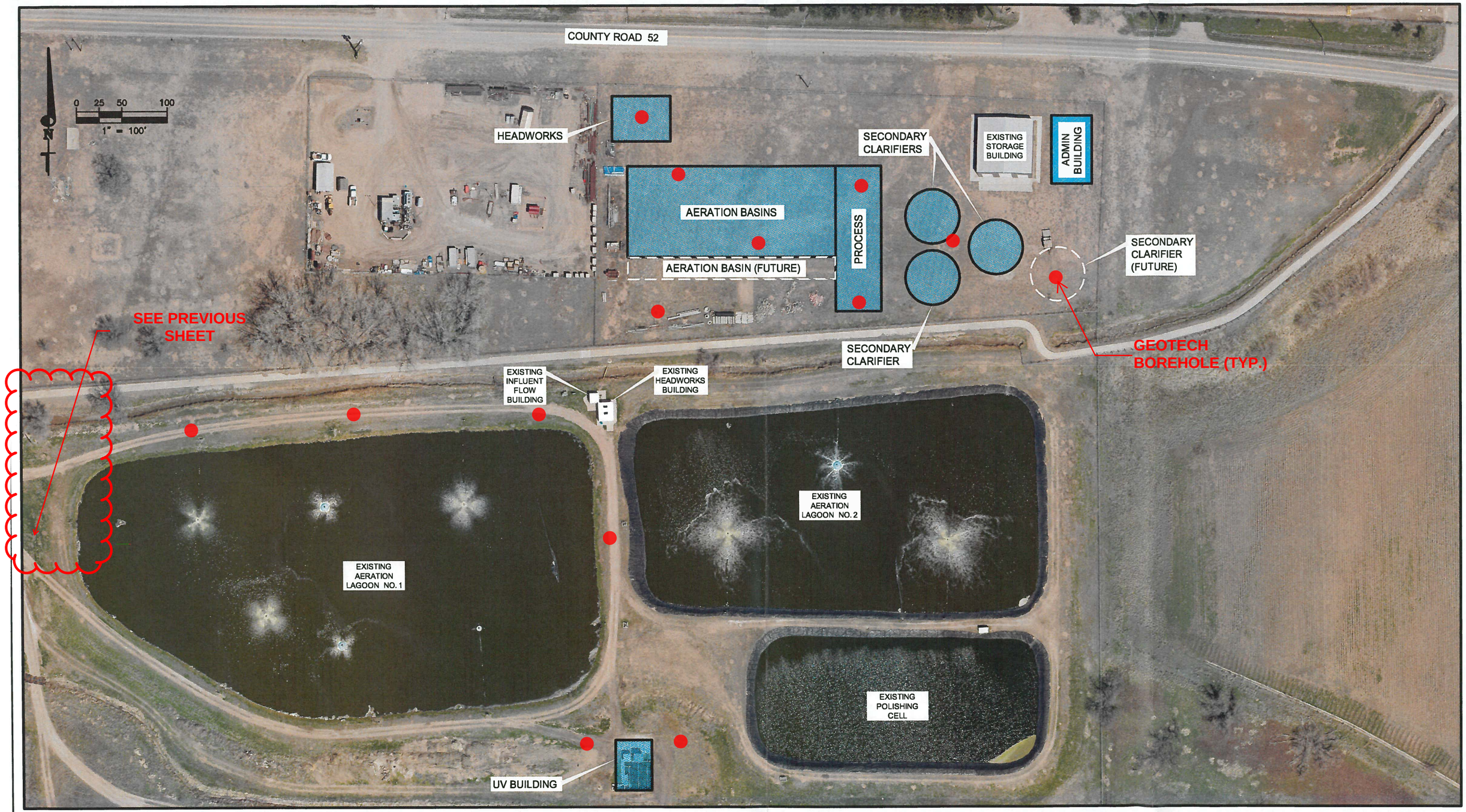






EVANS LIFT STATION AND FORCE MAIN -
PROPOSED GEOTECH BOREHOLE LOCATIONS
3-15-15

OPTION 1A PROPOSED SITE LAYOUT
JOHANNESBURG BNR PROCESS WITHOUT PRIMARY CLARIFIERS



Dewberry®
Dewberry Engineers Inc.
990 S. BROADWAY, SUITE 400
Denver, Colorado 80209
(303) 825-1802

EVANS WWTP HILL AND PARK SITE -
PROPOSED GEOTECH BOREHOLE LOCATIONS
3-15-15

DRAWING: 71604-OPT1A	FIGURE 1A
DATE: 03-11-15	CITY OF EVANS
REVISION NO. A	WASTEWATER TREATMENT PLANT
	PROPOSED SITE LAYOUT - OPTION 1A