

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

THIS AGREEMENT is made and entered into this 20th day of June, 2022, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and Kevin Lyles Landscape Architect LLC, d/b/a Confluent Design (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services for the design/preparation of the City of Evans-Tuscany and Arrowhead Park and Trail Design, 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 **One Hundred Thirty-Four Thousand One Hundred Dollars (\$134,100.00)** 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 sixty (60) 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. VENDOR shall indemnify and save harmless CITY, from and against all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of VENDOR, its agents, subcontractors and suppliers in the performance of services under this Contract. Such duty to indemnify and save harmless CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to VENDOR. If VENDOR is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the VENDOR, or VENDOR'S agents, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved

by mutual Contract between VENDOR and CITY. VENDOR'S indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by CITY'S own negligence.

B. 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 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.

## **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 37<sup>th</sup> 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 37<sup>th</sup> Street  
Evans, Colorado 80620-2036

Consultant: Kevin Lyles Landscape Architect LLC, d/b/a Confluent Design  
1035 Coffman Street, Suite 204  
Longmont, CO 80501

**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.

**XXI. 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: \_\_\_\_\_  
Mark C. Clark, Mayor

ATTEST:

\_\_\_\_\_  
Julie Kamka, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Scott Krob, City Attorney

APPROVED AS TO CONTENT:

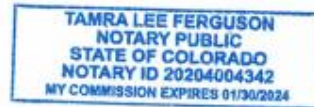
\_\_\_\_\_  
James L. Becklenberg, City Manager

CONSULTANT

By: *Tamra Lee Ferguson*  
Title: owner, sole member

ATTEST:

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



*Tamra Lee Ferguson*




# Exhibit A

## EXHIBIT A – Request for Proposals Receipt Acknowledgement

Contractor hereby acknowledges receipt of the City of Evans Request for Proposals (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 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   3   addenda.

Firm Name: Kevin Lyles Landscape Architect LLC,  
d/b/a Confluent Design  
Physical Address: 1035 Coffman Street, Suite 204  
Longmont, CO 80501  
Remit to Address: 1035 Coffman Street, Suite 204  
Longmont, CO 80501  
Phone: 303-709-6783  
Authorized Agent of Firm Name: Kevin M. Lyles  
Signature of Authorized Agent:   
Primary Contact for Project: Kevin M. Lyles  
Title: Owner, Principal Landscape Architect  
Email Address: kevin@confluentdesign.net  
Phone: 303-709-6783  
Cell Phone: 303-709-6783

## Exhibit B

Tuscany Tract O Open Space & Arrowhead Open Space		\$120 PRINCIPAL LANDSCAPE ARCHITECT / PM	\$105 LANDSCAPE ARCHITECT / O&D	\$90 GRAPHIC DESIGN	FEE PER TASK
<b>PROJECT PHASES AND TASKS</b>					
<b>TASK 1: Project Management</b>					
IA	Project Kickoff Meeting & Site Visit - review scope, opportunities and constraints, prepare agenda and meeting notes	8	0	0	\$960
IB	Obtain / review City data	2	0	0	\$240
IC	Preliminary project workplan	2	0	0	\$240
ID	Concepts review meeting with PM and staff (Progress Meeting #1) Includes meeting agenda and notes	6	0	0	\$720
IE	Preparation meeting with PM for City Council presentation (virtual)	2	0	0	\$240
IF	City Council presentation - master plan alternatives	4	0	0	\$480
IG	Virtual meeting with PM - debrief Council meeting, next steps	2	0	0	\$240
IH	DD review meeting with PM and staff (Progress Meeting #2) Includes meeting agenda and notes	6	0	0	\$720
II	75% CD review meeting with PM and staff (Progress Meeting #3) Includes meeting agenda and notes	6	0	0	\$720
IJ	90% CD review meeting with PM and staff (Progress Meeting #4) Includes meeting agenda and notes	6	0	0	\$720
IK	Periodic check-ins with PM, miscellaneous project coordination	16	0	0	\$1,920
<b>TASK 2: Conceptual Design</b>					
2A	Develop 2 to 3 concept plans per open space (using aerial)	4	24	0	\$3,000
2B	Submit concept plans to City with memo	2	0	0	\$240
2C	Revise concept plans and render for City Council meeting	2	4	16	\$2,100
2D	Select/Refine one concept plan per open space for design development	2	8	0	\$1,080
<b>TASK 3: Design Development</b>					
3A	DD (50%) Plans: cover page, design survey, demolition plan, grading plan, site plan, bridge and site details, planting plan, planting details, irrigation plan (if applicable), shelter plan (if applicable)	6	60	0	\$7,020
3B	DD (50%) Cost Estimate	2	8	0	\$1,080
3C	Submit DD plans and estimate to City with memo	2	0	0	\$240
<b>TASK 4: Bid &amp; Construction Documents</b>					
4A	75% CD Plans: cover, design survey, erosion control, demo, grading plan, site plan, trail plan & profiles, cross sections, bridge & site details, planting plan & details, irrigation plan & details (if applicable), shelter plan & elevations (if applicable)	8	96	0	\$11,040
4B	75% CD Specifications	12	0	0	\$1,440
4C	75% CD Cost Estimate	2	6	0	\$870
4D	Submit 75% plans, specs, and estimate to City with memo	2	0	0	\$240
4D	90% CD Plans: cover, design survey, erosion control, demo, grading plan, site plan, trail plan & profiles, cross sections, bridge & site details, planting plan & details, irrigation plan & details (if applicable), shelter plan & elevations (if applicable)	8	48	0	\$6,000
4E	90% CD Specifications	6	0	0	\$720
4F	90% CD Cost Estimate	2	6	0	\$870
4D	Submit 75% plans, specs, and estimate to City with memo	2	0	0	\$240
4G	100% CD Plans: cover, design survey, erosion control, demo, grading plan, site plan, trail plan & profiles, cross sections, bridge & site details, planting plan & details, irrigation plan & details (if applicable), shelter plan & elevations (if applicable)	8	24	0	\$3,480
4H	100% CD Specifications -incl bid forms	6	0	0	\$720
4I	100% CD Cost Estimate	2	6	0	\$870
4D	Submit 75% plans, specs, and estimate to City with memo	2	0	0	\$240
<b>Total Hours Per Team Member</b>		138	290	16	
<b>SUBTOTAL (Landscape Architecture)</b>					<b>\$48,690</b>
<b>DIRECT EXPENSES (2%)</b>					<b>\$ 974</b>
<b>Surveying - King Surveyors</b>					<b>\$ 15,420</b>
<b>Geotechnical - Rocksol</b>					<b>\$ 11,541</b>
<b>Irrigation Design - Hines</b>					<b>\$ 7,200</b>
<b>Engineering - Centennial</b>					<b>\$ 21,572</b>
<b>10% administrative markup subconsultants</b>					<b>\$ 5,573</b>
<b>TOTAL</b>					<b>\$ 110,970</b>

Add Alternates:

Task A: Arrowhead Potable Master Plan \$1,925

Task B: Arrowhead Irrigation Plan Design \$3,950

Task C: Irrigation Design to Native or Turf Areas \$TBD



Brian Stone, Senior Project Manager  
City of Evans  
1100 37th Street  
Evans, Colorado 80620

June 14, 2022

RE: Tuscany Trails and Arrowhead Park Design – Bid Period & Construction Period Services

Dear Mr. Stone,

The you for your call this yesterday. As requested, this letter proposes a scope of work and fee for bid period and construction period services. These services were not included in our response to the Request for Proposal dated April 27, 2022, which did not request such services. We strongly support the inclusion of these services in the contract, to assist the City in ensuring the project is bid and constructed in conformance with the approved plans. Accurately estimating the time required for such services can be difficult prior to design and construction documentation, but this proposal is consistent with other projects of similar scale and type and should serve as a good approximation of services that will be required, based on our current understanding of the two projects.

**Proposed Scope of Work**

Task #1: Bid Period Services – Our team will respond to bidder questions and issue revised drawings and specifications for Bid Addendum, if needed.

Task #2: Bid Period Services – Upon request, Confluent Design will attend the pre-bid meeting. It is assumed that our subconsultants will not be needed at this meeting.

Task #3: Construction Period Services – Upon request, Confluent Design and Centennial Engineering will attend the pre-construction meeting.

Task #4: Construction period services – Our team will review submittals and respond to RFIs.

Task #5: Construction period services – Our team will perform periodic site visits by Confluent Design, Centennial Engineering, and Hines Inc. as needed. A report and/or punch list will be provided after each site visit. For the purposes of this proposal, we have assumed three visits by Confluent, two site visits by Centennial, and two site visits by Hines. (For Hines, we

1035 Coffman Street, Suite 204  
Longmont, CO 80501  
303.709.6783  
[www.confluentdesign.net](http://www.confluentdesign.net)

recommend the first at POC, mainline and valve installation prior to backfill of trenches, and the second at operational testing, prior to the Substantial Completion walk.)

Task #6: Construction period services – Confluent Design and Centennial Engineering will attend the Substantial Completion walk and prepare a report of correction items.

Task #7: Construction period services – Confluent Design will attend the Final Completion walk and prepare a report of correction items, if any.

**Proposed Fee**

Confluent Design	\$4,080
Centennial Engineering	\$4,864
<u>Hines Inc.</u>	<u>\$2,000</u>
<b>Total:</b>	<b>\$10,944</b>

Thank you again, Brian, for the opportunity to submit this proposal. Let me know if you have any questions or desire any revisions.

Sincerely,

  
Kevin M Lyles, ASLA, PLA  
Principal Landscape Architect

## Exhibit C

### **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.