

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

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Evans, State of Colorado (hereinafter referred to as the "City"), and BioVelocity, LLC. (hereinafter referred to as "Consultant").

**RECITALS:**

A. The City requires professional services for the design/preparation of the Biosolids Removal and Disposal for The City of Evans Wastewater Treatment Facility (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 an amount not to exceed Three Hundred Thousand Dollars (\$300,000.00). 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 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. 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. CONDITIONAL CONTRACT EXTENSION (OPTIONAL)**

The CITY and CONTRACTOR 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 three (3) consecutive years. The CONTRACTOR does not have a contractual right to an extension and the CITY expressly reserves all rights to cancel its relationship with CONTRACTOR.

## **VIII. 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.

## **IX. COMPLIANCE WITH LAW**

The services to be performed by Consultant hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

## **X. 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. 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.

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. 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.

## **XI. 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.

## **XII. 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.

## **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 and 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:	BioVelocity, LLC 8547 E. Arapahoe Road, Suite J. #112 Greenwood Village, CO 80112

**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: \_\_\_\_\_  
Brian Rudy, Mayor

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Drew Lyman, Assistant City Attorney

APPROVED AS TO CONTENT:

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

**CONTRACTOR**

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by \_\_\_\_\_, as \_\_\_\_\_ of BioVelocity, LLC.

(SEAL)

\_\_\_\_\_  
Notary Public in and for the State of Colorado;  
My commission expires: \_\_\_\_\_



## Exhibit A Scope of Services

The City of Evans operates two (2) anaerobic lagoons that receive waste activated sludge from a Biological Nutrient Removal Activated Sludge treatment plant. The lagoons are roughly 2.5 million gallons (2.5MG) each, totaling 5 million gallons (5MG). These lagoons require annual biosolids removal in order to remain functional. The estimated volume of biosolids is approximately 300 Dry Tons. The removal and disposal of Biosolids shall be completed by December 30, 2021.

The means of removing the biosolids from the lagoons shall be the choice of the Contractor with the following stipulations.

1. The method of removal shall not damage the lagoons' HDPE liner.
2. One lagoon shall always remain in-service.
3. No lagoon shall remain out of service for longer than sixty (60) days.

The biosolids are expected to meet Class B Biosolids standards for beneficial reuse. With that being said, the means of disposal of the biosolids shall be the choice of the Contractor with the following stipulations.

1. Contractor shall adhere to the EPA and CDPHE regulations for the disposal of Biosolids as outlined in 40 CFR Part 503.
2. Contractor is responsible for all sampling of the Biosolids to confirm they meet the criteria for the selected disposal method or receiving entity as outlined in 40 CFR Part 503.
3. If land application is selected for disposal, the Contractor is responsible for all soils analysis and land permitting with CDPHE.
4. Contractor is responsible for generating all reports required by the EPA, CDPHE, and the City's NPDES Discharge Permit. All reports and testing results shall be provided to the City no later than January 30, 2022, to meet the annual Biosolids reporting deadline in mid-February.
5. Contractor shall take an individual sample from each truckload to leave the facility. These samples shall be combined at the end of every day to form a daily composite sample that is sent to a third-party certified laboratory for concentration analysis to be used in determining daily volumes removed from the facility.

The City will provide the following if needed.

1. A point to obtain potable and/or non-potable water
2. A point to obtain 110v low amperage electrical power

The Contractor will be responsible for providing if needed.

1. Necessary electrical power (other than low amperage 110v).
2. Extensions to bring 110v power to work location.
3. Pumps and hoses for non-potable water.
4. Hoses for the use of potable water.
  - a. A standard garden hose spigot is available for low volume water usage.
  - b. High volume water usage from a fire hydrant and will require the Contractor to obtain a fire hydrant meter from the City and provide the necessary security deposit.

Exhibit B  
Schedule of Charges

<b>BID SCHEDULE Summary – Biosolids Removal and Disposal - City of Evans, CO</b>			
<b>Work Areas: Summary</b>			
<b>Description</b>	<b>Quantities</b>	<b>Units</b>	<b>Unit Cost</b>
Removal and Disposal of Biosolids	Est. 300 Dry Tons	Per Dry Ton	<b>\$833.33</b>
Mobilization and Demobilization	<b>1</b>	ea.	<b>\$0.00</b>

The City is requesting that bidders provide bids in form of Unit Cost Per Dry Ton of Biosolids removed and disposed of from the facility. It is the City’s intent to enter into a Not to Exceed contract for the full amount that the City has budgeted for this project. The project will be deemed complete when one of the following events occurs.

1. All Biosolids have been removed from the Waste Lagoons.
2. The budget for the project has been exhausted.
3. The contract deadline of December 30, 2021 has been reached, unless the contract completion date has been extended by mutual written agreement of both parties.

The City anticipates that this project should be completed in one (1) Mobilization and Demobilization. If the Bidder is proposing more than one (1) Mobilization and Demobilization please provide the anticipated number in the Quantities column above.

All bidders shall provided a Project Narrative with their bids for the City’s review and approval. The Project Narrative shall include the anticipated start date for the project and proposed methods for removal, transport and disposal of the Biosolids.

## **Exhibit C**

### Contractor Documents

Contractor Project Narrative (attached)  
Contractor Non-Collusion Statement (attached)  
Contractor Bid Proposal Addendums (attached)  
Contractor Bid Schedule (attached)

# **CITY OF EVANS, COLORADO**

Request for Proposal:

Biosolids Removal and Disposal for The City of Evans Wastewater  
Treatment Facility

Proposal Submitted By:

BioVelocity, LLC

8547 E. Arapahoe Road, Suite J. #112

Greenwood Village, CO 80112



August 27, 2021

Mr. Robby Porsch

City of Evans - Wastewater Superintendent

1100 37<sup>th</sup> Street

Evans, Colorado 80620

**RE: Request for Proposal – Biosolids Removal and Disposal for The City of Evans Wastewater Treatment Facility**

Dear Mr. Porsch:

BioVelocity, LLC is pleased to submit our proposal to the City of Evans for the Dewatering and Solids Removal for the City of Evans Wastewater Treatment Facility. BioVelocity accepts the terms and conditions contained in the Request for Proposal (RFP).

BioVelocity is your best choice to perform the Dewatering and Solids Removal for the City of Evans for the following reasons:

**Approach.** Our team evaluates each-and-every project to provide the best possible solution for sludge management, with a focus on minimal impact to wastewater treatment operations. On this project, our team has determined the best course of action would be to dewater the sludge on site and haul the “cake” biosolids to compost for beneficial reuse. Hauling liquid sludge does have its advantages for certain projects, however, BioVelocity believes this is not the project for hauling liquid for the following reasons:

- ✓ Complete mixing of the waste activated sludge (WAS) holding lagoons for liquid hauling will cause substantial odor issues. Most of the sludge within the lower levels of the lagoons has been anaerobic since the plant start up.
- ✓ Complete mixing of the sludge will also mix the supernatant (water) with the concentrated sludge, thus resulting in a diluted volume to be liquid hauled. Lowest price does not always result in best value regarding the actual solids to be removed.
- ✓ Waste Activated Sludge will continue to be discharged to lagoons during project resulting in dilution of sludge hauling.
- ✓ Hauling liquid in the fall, early winter months often leads to unexpected down time due to limited access to farm fields.

**Technique.** Our process of dewatering sludge involves a fully electric dredge to remove sludge from the lagoons without disturbing the supernatant. The dredge is equipped with an eight-foot cutter head that can be submerged up to 15 feet. This allows our team to select the most concentrated sludge at the bottom of the lagoons and remove the sludge only. The dredge is also equipped with rubber wheels

for lined lagoons, which allows our dredge to make contact with the liner without compromising the integrity of the liner. The use of the electric dredge is advantageous as no fuels are potentially spilled into the lagoon as with other techniques. The dredge does use a hydraulic unit which is filled with food grade hydraulic fluid. This is just one more precaution BioVelocity uses to ensure if a leak does occur, the wastewater treatment facility will not be affected.

As the sludge is being removed from the lagoons, BioVelocity uses a state-of-the art centrifuge for solids dewatering. The centrifuge typically produces between 20-30% dry cake solids, with less than 1,000 mg/L Total Suspended Solids (TSS) in the centrate. As mentioned previously, our team understands the wastewater treatment process and works to assure the downstream processes (supernatant flowback to the treatment system) are uncompromised. In addition, our team is prepared to work with the City of Evans away from the dewatering process to assure the wastewater treatment facility fully operational during the dewatering process.

The centrifuge is equipped with augers which convey the cake biosolids into live bottom trailers for disposal. ***With an estimated volume of 5.0 million gallons, our team anticipates only having approximately 50 loads of cake biosolids hauled off for beneficial reuse, versus an approximate 833 loads of liquid (6,000 gallon tankers).*** This significant decrease in hauling is advantageous for the site roadways and potential traffic issues.

**Pricing.** Based on the Scope of Services outlined within the RFP, BioVelocity is prepared to complete the Biosolids Removal and Disposal for the City of Evans Wastewater Treatment Facility for a cost of Eight Hundred Thirty-Three Dollars and Thirty-Three Cents (\$833.33) per dried ton. No additional cost will be added for mobilization/demobilization of equipment to and from the site.

If you have any questions on our proposal, please contact me at [dave@biovelocity.net](mailto:dave@biovelocity.net) or 303-619-7692.

Sincerely,

A handwritten signature in blue ink, appearing to read "Dave Lewis".

Dave Lewis, CWP

Owner – BioVelocity, LLC



**IV. CONTRACT DOCUMENTS**

**A. NON-COLLUSION STATEMENT**

DAVID LEWIS, being first duly sworn, deposes and says that:

(1) He is the OWNER/PARTNER of BIOVELOCITY, LLC  
(Office Held) (Company's Name)  
the bidder that has submitted the attached bid;

(2) He is fully informed regarding the preparation and contents of the attached bid and of all pertinent circumstances regarding 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: [Signature]

Title: OWNER/PARTNER

STATE OF CO )  
 ) ss.  
Larimer COUNTY )

SUBSCRIBED AND SWORN TO before me this 23 day of August, 2021  
2020.

Michele Funk  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID# 20194047239  
MY COMMISSION EXPIRES December 19, 2023

Michele Funk  
Notary Public in and for the State of CO ;  
My Commission expires: 12/19/2023

**B. BID PROPOSAL**

[ BIO SOLIDS REMOVE AND DISPOSAL ]

Proposal of BIOVELOCITY, LLC (hereinafter called bidder, doing business as BIOVELOCITY, LLC, organized and existing under the laws of the State of COLORADO, to the City of Evans (hereinafter called City).

In compliance with your Advertisement for Bids, bidder hereby proposes to perform all work for the [ BIO SOLIDS REMOVE AND DISPOSAL ] 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 his own organization, that this bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this bid with any other bidder or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date specified in the Special Conditions. Bidder further agrees to pay liquidated damages as provided in the Special Conditions.

Bidder acknowledges receipt of the following Addendum:

ADDENDUM 1  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Bid shall include all applicable taxes and fees.

Bidder agrees to perform all work described in the contract documents in accordance with the attached Bid Schedule.



**C. BID SCHEDULE**

<b>BID SCHEDULE Summary – Biosolids Removal and Disposal - City of Evans, CO</b>			
<b>Work Areas: Summary</b>			
<b>Description</b>	<b>Quantities</b>	<b>Units</b>	<b>Unit Cost</b>
Removal and Disposal of Biosolids	Est. 300 Dry Tons	Per Dry Ton	\$833. <sup>33</sup>
Mobilization and Demobilization	/	ea.	\$0

The City is requesting bidders provide bids in form of Unit Cost Per Dry Ton of Biosolids removed and disposed of from the facility. It is the City's intent to enter into a Not to Exceed contract for the full amount that the City has budgeted for this project. The project will be deemed complete when one of the following events occurs:

1. All Biosolids have been removed from the Waste Lagoons.
2. The budget for the project has been exhausted.
3. The contract deadline of December 30, 2021 has been reached, unless the contract completion date has been extended by mutual written agreement of both parties.

The City anticipates that this project should be completed in one (1) Mobilization and Demobilization. If the Bidder is proposing more than one (1) Mobilization and Demobilization please provide the anticipated number in the Quantities column above.

All bidders shall provided a Project Narrative with their bids for the City's review and approval. The Project Narrative shall include the anticipated start date for the project and proposed methods for removal, transport and disposal of the Biosolids.

## Exhibit D

### **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.