



**AGREEMENT FOR VARIOUS ENGINEERING SERVICES
FOR THE ARCHULETA COUNTY LANDFILL**

This Agreement made this day of March 5, 2019 by and between Archuleta County hereinafter referred to as the OWNER, and Weaver Consultants Group, hereinafter referred to as the ENGINEER.

Whereas, the OWNER desires to employ an engineering firm to provide various professional services related to the Archuleta County Landfill, and

Whereas, the ENGINEER has submitted a service proposal, including a fee schedule, dated July 17, 2018,

Now Therefore, for and in consideration of the mutual covenants and promises between the parties hereto, it is hereby agreed that the ENGINEER shall furnish some, but not all, of the proposed services contained in the ENGINEER's proposal, and the OWNER shall make payment for the same in accordance with the terms and conditions set forth in this agreement and in the Budget Estimate provided by the ENGINEER.

1. **TERM:** The term of this Agreement shall be from January 1, 2019 until the OWNERS final acceptance of all required services and documents. The time to completion of the project is estimated to be December 2019.
2. **PROPOSAL PART OF CONTRACT:** ENGINEER agrees to provide some, but not all, of the services contained in their proposal dated July 17, 2018, as follows;
 - a. Task 1, including Sub-Tasks 1.1 through 1.5 at \$29,995.
 - b. Task 2.0 only at \$8,200.
 - c. Task 3, including Sub-Tasks 3.1 through 3.3 at \$40,500.

The following additional tasks are still under consideration. They may, or may not, be added by a mutually agreed and signed Change Order, based on circumstances.

- d. Task 3.4 only at \$10,000

e. Task 4, including Sub-Tasks 4.1 through 4-3 at \$63,000.

The ENGINEER's proposal is incorporated herein as part of this contract as **Attachment A**.

3. **GENERAL TERMS AND CONDITIONS:** Archuleta County's General Terms and Conditions are incorporated herein as part of this contract as **Attachment B**.
4. **COMPENSATION:** Payments for services rendered pursuant to this Agreement shall be charged per the rates set forth in ENGINEER's Proposal, and shall not exceed Seventy-Eight Thousand, Six Hundred and Ninety Five Dollars (\$78,695), except as provided for in this agreement.

Any major design modification that may be required due to no fault of the engineer, such as an OWNER ordered modification to scope of services, will be compensated for using the ENGINEER's customary rates. Payments shall be made by warrants payable to the trade or business name of the ENGINEER and not to any individual. Payments will be made within 30 days of presentation of an invoice or payment request received from the ENGINEER, and after review and approval by the OWNERS Project Manager. If this Agreement is terminated, OWNER shall compensate ENGINEER for all services rendered to the date of termination.

5. **INSURANCE:** The ENGINEER shall carry and provide to the OWNER, certificates of coverage for workmen's compensation in the limits required by law, general liability and professional errors and omissions insurance coverage's in the amounts of \$ 1,000,000 per occurrence and \$2,000,000 aggregate, which names the Board of County Commissioners of Archuleta County, Colorado as an Additional Insured. The Certificate of Insurance shall also contain an endorsement that coverage may not be canceled or terminated without 10 days' prior written notice to the County. The County Finance Director may accept other amounts of coverage, if they are deemed adequate.
6. **ENTIRE AGREEMENT:** This written Agreement along with Attachments A and B is the entire agreement between the Parties. Any and all prior or contemporaneous statements, understandings not contained herein shall be of no further force and effect. This Agreement may not be amended except in writing and signed by both Parties. An original facsimile signature to this agreement or amendments hereto will be considered as an original. To the extent that this Agreement and/or Attachment B differs from Attachment A, this agreement and/or Attachment B shall prevail.

In Witness Whereof, the parties hereto have executed this agreement on the day, month, and year first above mentioned and in multiple copies, each of which is an original.

Owner: Archuleta County, CO

By: _____

Name: _____

Title: _____

Engineer: Weaver Consultants Group

By: _____

Name: _____

ARCHULETA COUNTY LANDFILL

PROPOSAL 2019 ENGINEERING SERVICES

PREPARED FOR
ARCHULETA COUNTY SOLID WASTE DEPARTMENT

July 17, 2018

PREPARED BY



STATEMENT OF WORK

Project Understanding

Archuleta County (AC) has requested budget projections for implementing the estimated work scope for the 2019 calendar year at the Archuleta County Landfill (ACLF). Weaver Consultants Group (WCG) has developed the scope of work and estimated budget provided below, based on conversations with AC.

Scope of Services

The following tasks comprise the proposed scope of services.

Task 1 – Groundwater, Leachate, and Landfill Gas Monitoring and Reporting

Based on recent discussions with AC, the groundwater, leachate, and landfill gas (LFG) monitoring and reporting for 2019 will be performed as presented below (Note: all services below are required by regulation).

Subtask 1.1 – 2018 Annual Report

WCG will prepare an annual groundwater monitoring report summarizing the groundwater and LFG monitoring results obtained during 2018. A draft copy of the report will be submitted to AC for review and comment, and mutually agreed upon changes will be incorporated into the final version of the report. An electronic copy and one hard copy of the final report will be submitted to Colorado Department of Public Health and Environment (CDPHE), as requested by Mr. Peterson of CDPHE. An electronic copy of the final report will be submitted to AC for its records.

Subtask 1.2 – 1st Quarter LFG Monitoring

WCG will conduct the first quarter LFG monitoring at the facility, as required by CDPHE. LFG monitoring will be conducted in each of the groundwater wells and at other specified methane monitoring points, consistent with previous monitoring events. The results of this monitoring event will be included in the facility's 2019 annual monitoring report.

Subtask 1.3 – 1st Semi-Annual Groundwater and 2nd Quarter LFG Monitoring

WCG will conduct the first semi-annual groundwater and second quarter LFG monitoring at the facility, as required by CDPHE. The groundwater monitoring will include detection and assessment monitoring for the existing monitor well.

Prior to purging the monitor well, water level measurements will be obtained from each well to determine the groundwater elevation and casing volume for the well. A

minimum of three well casing volumes will be purged from the well. Field parameters of pH, temperature, and conductivity will be recorded after each casing volume is removed. If a well is purged dry prior to removal of three casing volumes, then purging activities will be considered complete.

The well will be sampled within 24 hours of purging. The samples will be collected in laboratory-supplied containers with appropriate preservatives and placed on ice in coolers. The samples will be shipped under chain-of-custody protocol to the project analytical laboratory for analysis, in accordance with the monitoring plan.

WCG will also conduct one leachate sampling event. A sample will be collected from both leachate collection sumps via a disposable bailer or the landfill's dedicated leachate pump.

Included in the estimated cost is the annual Sanitas® license fee at a reduced WCG cost.

Subtask 1.4 – 3rd Quarter LFG Monitoring

WCG will conduct the third quarter LFG monitoring at the facility, as required by CDPHE. LFG monitoring will be conducted in each of the groundwater wells and at other specified methane monitoring points, consistent with previous monitoring events. The results of this monitoring event will be included in the facility's annual monitoring report.

Subtask 1.5 – 2nd Semi-Annual Groundwater and 4th Quarter LFG Monitoring

WCG will conduct the second semi-annual groundwater and fourth quarter LFG monitoring at the facility, as required by CDPHE. The groundwater monitoring will include detection and assessment monitoring for the existing monitor well.

Prior to purging the monitor well, water level measurements will be obtained to determine the groundwater elevation and casing volume for the well. A minimum of three well casing volumes will be purged from the well. Field parameters of pH, temperature, and conductivity will be recorded after each casing volume is removed. If the well is purged dry prior to removal of three casing volumes, then purging activities will be considered complete.

The well will be sampled within 24 hours of purging. The samples will be collected in laboratory-supplied containers with appropriate preservatives and placed on ice in coolers. The samples will be shipped under chain-of-custody protocol to the project analytical laboratory for analysis, in accordance with the monitoring plan.

Task 2 – 2019 Baseline/Statistical Analysis Plan Update

Under this task, WCG will complete and submit a baseline update to the facility's Statistical Analysis Plan (SAP). Revised compliance-required statistical prediction limits will be computed for the existing MW-4. One draft copy of the revised SAP will be

submitted to AC for review and comment, and mutually agreed upon changes will be incorporated into the final version of the document. An electronic copy and one hard copy of the final report will be submitted to CDPHE and one copy will be submitted to AC. The SAP update is currently required every 4 years.

Task 3 – Other Services

Task 3 comprises services that are based on other regulatory requirements and discussions with AC.

Subtask 3.1 – Air Quality

This subtask is a compliance task. Even though the landfill was not exceeding the greenhouse gas emissions threshold in 2017, both CDPHE and the U.S. Environmental Protection Agency (EPA) need the facility to maintain a record that the emissions are reviewed annually and that a demonstration is made that the facility continues to be below the threshold. WCG will review the information (e.g., total yardage accepted in 2018) from AC, and perform the calculations to demonstrate that the facility is still under the thresholds. This demonstration is typically completed in March of each year. A final letter presenting the results of the calculations will be prepared and submitted to AC to place in their operating file.

This subtask includes maintaining compliance for greenhouse gas reporting for 2018. Greenhouse gas reporting is an EPA requirement. WCG does not expect to update the Air Pollutant Emission Notice or the Design Capacity Report that is currently on file with CDPHE.

Subtask 3.2 – 2019 Topographic Survey

This subtask is to complete a 2019 topographic survey. The survey will be used to calculate the remaining airspace, including newly constructed Phase 4A. This survey will also assist AC with planning for construction of Phase 4B and timing of siting a new landfill. WCG will subcontract with a licensed surveyor to complete the topographic survey. WCG will develop a memo deliverable for AC, summarizing the remaining airspace and estimated schedule for constructing Phase 4B and a new landfill.

Subtask 3.3 – Final Cover Design

This subtask is to develop a Final Cover Design for the landfill. After construction of Phase 4A, many portions of the previous phases will be near design capacity. Additionally, there will be an excess of soil available, post-construction of Phase 4A, that can be utilized to complete the final cover in many portions of the landfill. WCG suggests that AC prepare construction documents for final cover construction over landfill portions in 2019, such that AC can be ready to perform construction of additional final cover in 2020.

Subtask 3.4 – Miscellaneous Engineering/Compliance Support

WCG shall provide consulting professional engineering services, as necessary, to support AC pertaining to permitting and compliance with the CDPHE.

WCG agrees to provide services including, but not limited to, design, review, coordination, and technical support as directed by AC as work arises. No minimum level of compensation will be guaranteed under this task.

Authorization shall be through the approval of individual scopes and budgets prepared for each distinct project/request based on the WCG fee schedule, provided in Attachment 1.

This task shall be in effect for the period of January 1, 2019 through December 31, 2019. To meet the needs of AC's ongoing projects, and by agreement of both parties, this task may be amended.

Contingent Task 4 – Contingency Tasks

The following tasks include work to be completed as requested by CDPHE and potential work that may need to be performed based on monitoring results.

Contingent Subtask 4.1 – Leachate Riser Repairs

In the event that either leachate riser is in need of repairs or replacement parts, WCG will work with AC, and the electrician, if necessary. This contingency task is only an estimate, if materials and labor exceed this estimate; it will be discussed with AC prior to incurring additional costs. It is anticipated that all necessary repairs and replacement parts to maintain leachate riser pump functionality will be completed in 2018, for both leachate risers.

Contingent Subtask 4.2 – New Monitor Well Installation

In the event that a well installation is required in 2019, WCG will permit the new well installation with the Colorado State Engineer's Office. WCG will procure the services of a well driller to install and develop the new well. WCG will mobilize to the landfill and supervise the well installation. A WCG geologist will log the samples returned during drilling. The new 2-inch inside diameter polyvinyl chloride (PVC) cased well is estimated to be no more than 82 feet deep, and will be constructed in accordance with the CDPHE and State Engineer's requirements. The depth of the well is estimated based on previous well installation depths and observed static water levels, but is subject to change.

Following the new well installation, WCG will prepare a draft copy of the required well installation report and submit it to AC for review and comment, and mutually agreed upon changes will be incorporated into the final report. One hard copy of the final

installation report will be distributed to both CDPHE and the State Engineer. A copy of the final report will be provided to AC for their records.

Contingent Subtask 4.3 – Remediation Cutoff Trench CQA

On April 18, 2013, WCG submitted a Landfill Gas Remediation Plan to address elevated levels of explosive gas in GW-1R and GW-4R. The remediation plan included the installation of a cutoff trench at each monitoring point, with the trench located between the landfill boundary and the monitoring point. CDPHE approved the Landfill Gas Remediation Plan in a letter dated May 30, 2013. The remediation plan outlined the construction schedule for each trench. The trench at GW-1R was to be installed within 90 days of the approval of the LFG remediation plan. The GW-4R trench was scheduled to be installed by the end of the second quarter of 2014.

In October of 2013, the cutoff trench was installed at GW-1R, per the remediation plan. The cutoff trench construction report was submitted by WCG (then known as Weaver Boos Consultants) on December 30, 2013, and was approved by CDPHE in a letter dated January 8, 2014.

On April 18, 2014, WCG submitted a modification to the remediation plan on behalf of AC, requesting that the installation of the trench at GW-4R be postponed until the second quarter of 2015. CDPHE approved the modification to the construction schedule of GW-4R in a letter dated May 2, 2014.

In October 20, 2015, CDPHE gave approval for AC to install gas monitoring points as an alternative to installing a trench in the vicinity of GW-4R. In December 2015, WCG installed additional gas monitoring points GW-3R and GW-5. Gas probe GW-5 was installed approximately halfway between GW-4R and the property boundary. AC is currently monitoring GW-5 for eight quarters to determine if the landfill gas is migrating further towards the property boundary from GW-4R.

In the event that a remediation cutoff trench CQA is required in 2019, WCG proposes to provide the field oversight, along with generating a documentation report. The field oversight activities and documentation report will be similar to what was completed for the trench at GW-1R. WCG will prepare a draft copy of the documentation report and submit it to AC for review and comment, and mutually agreed upon changes will be incorporated into the final report. The final report will be sealed by a Professional Engineer. An electronic copy and one hard copy of the final report will be submitted to CDPHE, as requested by Mr. Peterson of CDPHE. One copy of the final report will be submitted to AC for its records.

Budget

The estimated cost to perform the proposed work is presented in the table below. Task 1 (all subtasks), Task 2, and Subtasks 3.1, 3.2, and 3.3 will be billed on a lump sum basis. Subtask 3.4 will be billed on a time and materials basis.

The estimated cost and proposed scope of work are based on information available to WCG at this time, and as provided by AC. If conditions change, unforeseen circumstances are encountered, or work efforts are redirected, the cost estimate may require modification.

**Budget Estimate
Archuleta County Landfill
2019 Engineering Services**

Task Description	Total
Task 1 – Groundwater, Leachate, and LFG Monitoring and Reporting	
Subtask 1.1 – 2018 Annual Report	\$7,565
Subtask 1.2 – 1 st Quarter LFG Monitoring ¹	\$3,625
Subtask 1.3 – 1 st Semi-Annual Groundwater and 2 nd Quarter LFG Monitoring ¹	\$7,980
Subtask 1.4 – 3 rd Quarter LFG Monitoring ¹	\$3,625
Subtask 1.5 – 2 nd Semi-Annual Groundwater and 4 th Quarter LFG Monitoring ¹	\$7,200
Task 1 Subtotal	\$29,995
Task 2 – 2019 Baseline/SAP Update	Task 2 Subtotal
	\$8,200
Task 3 – Other Services	
Subtask 3.1 – Air Quality	\$2,500
Subtask 3.2 – 2019 Topo	\$9,500
Subtask 3.3 – Final Cover Design	\$28,500
Subtask 3.4 – Miscellaneous Engineering/Compliance Support	\$10,000
Task 3 Subtotal:	\$50,500
TOTAL	\$88,695
Contingent Task 4 - Contingency Items	
Contingent Subtask 4.1 – Leachate Riser Repairs	\$10,000
Contingent Subtask 4.2 – New Monitor Well Installation ²	\$35,000
Contingent Subtask 4.3 – Remediation Cutoff Trench CQA ²	\$18,000
TOTAL WITH CONTINGENCY ITEMS	\$151,695

Note: ¹ The budget amount also includes expenses.

² Based on current estimates, subject to change

The budget for Task 1.3 is higher than Task 1.5 due to the licensing of Sanitas statistical software, as well as sampling and analysis of the landfill leachate.

In all cases, WCG is prepared to enter negotiations with Archuleta County with respect to these or other services, should the scope of work require modification or if regulations are changed, resulting in cost changes.

Assumptions

The proposed budget is based upon the following assumptions. If the scope of work is modified, the total cost of services may be adjusted to reflect that change. To prepare the scope of work and budget for the proposed scope of work, WCG has made the following assumptions:

- These prices reflect the cost to perform the environmental landfill services at ACLF. When applicable, WCG will combine trips for the work in Archuleta County with other work in the area in order to reduce costs.
- Annual leachate monitoring and semi-annual groundwater monitoring will be conducted in conjunction with one another.
- WCG assumes that the groundwater analytical will be performed by ESC Lab Sciences, and that they will be a subcontractor to WCG.
- WCG has assumed two leachate sump samples (one for each leachate riser) for this proposal.
- The site will be able to provide all necessary information relevant to this project. Available background materials requested will be provided to WCG at no cost.
- This cost estimate does not include proposed services for the identification of over-steepened slopes as identified in the January 11, 2011 CDPHE Compliance Advisory.
- Tasks that are not explicitly included in this scope are specifically excluded.
- WCG will not be held responsible for delays in the schedule due to inclement weather, contractor delays, or delays beyond WCG's control, and costs associated with such delays are not included in the proposed budget.

ATTACHMENT 1

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective January 1, 2018)**

		<u>Unit</u>	<u>U.S. \$</u>
I. PROFESSIONAL STAFF			
a)	Principal/Corporate Consultant	Hr	210.00
b)	Senior Project Director	Hr	197.00
c)	Project Director	Hr	184.00
d)	Senior Project Manager	Hr	164.00
e)	Senior Project Engineer/Scientist/Environmental Specialist	Hr	150.00
f)	Project Manager.....	Hr	140.00
g)	Senior Industrial Hygienist.....	Hr	132.00
h)	Project Engineer/Scientist/Environmental Specialist	Hr	120.00
i)	Staff Engineer/Scientist/Environmental Specialist	Hr	110.00
j)	Geotechnical Engineer.....	Hr	105.00
k)	Staff Environmental Geologist	Hr	94.00
l)	Engineer/Scientist/Environmental Specialist/Industrial Hygienist	Hr	90.00
II. TECHNICAL STAFF			
a)	Union Engineering Technician-Journeyman	Hr	125.00
b)	Union Engineering Technician	Hr	120.00
c)	Construction Superintendent	Hr	110.00
d)	Construction Manager	Hr	96.00
e)	System Specialist III.....	Hr	138.00
f)	System Specialist II	Hr	105.00
g)	System Specialist I.....	Hr	96.00
h)	System Technician.....	Hr	83.00
i)	Field Engineer/Scientist/Environmental Specialist.....	Hr	100.00
j)	Certified Technician	Hr	76.00
k)	Senior Engineering Technician.....	Hr	72.00
l)	Engineering Technician II	Hr	65.00
m)	Engineering Technician I.....	Hr	55.00
III. SUPPORT STAFF			
a)	Senior CAD Designer	Hr	115.00
b)	CAD Designer III	Hr	108.00
c)	CAD Designer II.....	Hr	95.00
d)	CAD Designer I	Hr	72.00
e)	Technical Assistant.....	Hr	68.00
f)	Clerical/Word Processing.....	Hr	68.00
IV. SURVEYING			
a)	Senior Professional Land Surveyor	Hr	154.00
b)	Professional Land Surveyor.....	Hr	136.00
c)	Survey Project Coordinator	Hr.	116.00
d)	Survey Party Chief.....	Hr	105.00
e)	Survey Technician II	Hr	65.00
f)	Survey Technician I	Hr	53.00
g)	Survey Party - 1 Person/GPS or Robotic	Hr	155.00
h)	Survey Party - 2 Person/GPS or Robotic	Hr	200.00
i)	Survey Party – 2 Person Unmanned Aircraft.....	Day	2,100.00
V. GENERAL EXPENSES			
a)	Automobile Transportation.....	Mi.	0.75
b)	Subcontract Service or Rental		Cost+15%
c)	Report Preparation (outside services)		Cost+15%
d)	Outside Services (e.g., delivery, prints, document scanning, etc.)		Cost+15%
e)	Per Diem (food and lodging)	Day	140.00
f)	Per Diem (no lodging)	Day	35.00
g)	Transportation by Commercial Carrier or Rental Car		Cost+15%
h)	Travel Expense		Cost+15%
i)	Staking supplies (lath and hub)	Ea	2.00
j)	Survey monumentation (iron pipe, rebar, spikes) excludes concrete monuments	Ea	4.00

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

**WEAVER CONSULTANTS GROUP
FEE SCHEDULE
(Effective January 1, 2018)**

VI. TESTING AND EQUIPMENT RENTAL FEES	Unit	U.S. \$
a) pH, Specific Conductance and Temperature Meter	Day	85.00
b) Peristaltic Filter Pump	Day	40.00
c) Electric Purge Pump	Day	45.00
d) Grundfos Pump Control Box	Day	110.00
e) Water Level Indicator	Day	35.00
f) Filter and Hose (for pump)	Ea	22.00
g) Micropurge Flow Cell and Sonde	Day	130.00
h) Modified Level "D" (Tyveks, Boots, Gloves)/per person/per change of clothing	Ea	53.00
i) Photoionization Detector Meter	Day	116.00
j) Nuclear Density Gauge	Day	70.00
Nuclear Density Gauge	Wk	300.00
k) Air Sampling Equipment, per pump	Day	53.00
l) Hand Operated Field Probe Equipment	Day	30.00
m) Explosimeter	Day	35.00
n) Gas Analyzer	Day	190.00
o) Flame Ionization Detector	Day	265.00
p) Interface Probe	Day	55.00
q) ATV	Day	53.00
r) Company Truck	Day	95.00
Company Truck (does not include fuel or mileage)	Wk	450.00
s) Hand-Held Field GPS/GIS	Day	158.00
t) Laser Level	Day	79.00
u) Ground Penetrating Radar	Day	250.00
v) Geonics EM-61	Day	525.00
w) Survey Grade GPS Unit	Day	360.00
x) Electric Generator	Day	69.00
y) Slug Test Equipment	Day	210.00
z) All Weather Key Alike Locks	Ea	20.00
aa) Equipment Trailer	Day	79.00
bb) Fluk Meter/Volt Meter/Loop Calibrator	Day	126.00
cc) Four Gas Meter	Day	20.00

UNIT PRICE NOTES:

- All professional, technical, and support staff time and expenses spent in furtherance of the client's work will be billed. This includes, but is not limited to, proposal, field, travel, research, technical review and reporting, project management, client meeting, and project-specific administrative support.
- An overtime rate of 1.3 times the regular rate is billed for technical and support staff services for work in excess of 40 hours per week, work between 7:00 p.m. to 5:00 a.m., and work on Saturdays. This overtime rate is increased to 2.0 times the regular rate for work on Sundays and holidays.
- Unless otherwise agreed to in writing, a monthly interest charge of 18% per annum, will be charged accruing from the date of invoice, on all invoices not paid within 30 days.
- The unit rates are subject to periodic modification (typically annually). These rate modifications will be incorporated into long-term projects, unless otherwise addressed in the project contract.
- Litigation Support and Expert Witness services will be charged at a Senior Principal rate of \$250/hour. Deposition and testimony services are charged at 1.5 times the Senior Principal billing rate.

GENERAL EXPENSE NOTES:

- Rates quoted are for expenses only, equipment purchased on the client's behalf is marked up 25%.
- Personnel rates are billed separately from general expenses.
- Standard non-disposable protective outer-wear or equipment damaged or contaminated by site conditions are billed at replacement cost plus 30%.
- General expense mark-ups may be negotiated based upon contract size and payment terms.
- The per diem rates set forth above are the standard rates we typically use for our technical staff on projects. We reserve the right to modify these rates in high cost areas.
- Mileage rate is based on gasoline price of \$3.50 per gallon. A fuel surcharge may be added if a condition beyond Weaver Consultants Group control warrants it.

TESTING AND EQUIPMENT RENTAL NOTES:

- Rates for testing and equipment not listed above are available on request.
- Testing and equipment rental costs are negotiable for specific projects and for on-site laboratory programs.
- Laboratory unit prices cover equipment and labor costs to perform standard test procedures and laboratory reports with normal turn-around times. Non-standard testing requirements, supervisory and project management costs, data evaluation costs, and environmental sample disposal costs are not included in the testing unit prices and are billed separately.
- Equipment rental rates are for equipment costs only. Transportation, calibration and personnel costs are billed separately.
- Daily and weekly rates cover a maximum of 10 and 50 hours respectively.
- SAMPLES WILL NOT BE RETAINED** beyond classification and testing unless other arrangements are agreed to in writing. Environmental samples remain the property of the client.

Any modification to this fee schedule requires the written approval of Weaver Consultants Group

ATTACHMENT B

GENERAL TERMS AND CONDITIONS

Article 1 General

- 1.1 Contract:** The ENGINEERS Proposal, submitted documents, and any negotiations, when properly accepted by Archuleta County, shall constitute a contract equally binding between the County and ENGINEER. No different or additional terms shall become a part of this Contract with the exception of an Amendment.
- 1.2 Offer/Acceptance of Proposal Terms:** If the ENGINEERs proposal is accepted, then a purchase order will be issued by the County to the ENGINEER. This purchase order is an ACCEPTANCE of the ENGINEERs OFFER TO SELL in accordance with the terms and conditions of the proposal. If no proposal is referenced, the purchase order is an OFFER TO BUY, subject to the ENGINEERs acceptance, which must be demonstrated by either your performance of the purchase order or by a formal acknowledgement in writing. Any COUNTER-OFFER TO BUY is automatically construed as a CANCELLATION of the purchase order unless a change order is issued accepting a counter-offer. In the event ENGINEER's form(s), or part(s) of forms are included in, or as an attachment to, any bid, proposal, offer, acknowledgement, or otherwise, ENGINEER agrees that, in the event of inconsistencies or contradictions, the terms and conditions of this solicitation document shall supersede and control over those contained in the ENGINEER's form(s) regardless of any statement to the contrary in the ENGINEER's form(s). Unless the County purchasing agent specifically agrees in writing through overt reference or other express written indication of assent, terms and conditions on ENGINEER forms regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability shall be of no effect.
- 1.3 Amendment/Changes:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the proposal, submitted documents and written amendments properly accepted, which constitute the contract. Nothing in the contract may be added to, modified, superseded or otherwise altered except in writing and signed by an authorized representative of the County and acknowledged by the ENGINEER. Each shipment received or service performed shall be only upon the terms contained in the contract, notwithstanding any terms that may be contained in any invoice or other act of the ENGINEER other than acknowledgement of a written change order to the purchase order. The ENGINEER agrees to furnish the products and/or services in strict accordance with the specifications and at the price set forth for each item.
- 1.4 Assignment:** The ENGINEER shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the County.
- 1.5 County's Project Manager:** The Project Manager, on behalf of the County, shall render decisions in a timely manner pertaining to the work proposed or performed by the ENGINEER. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Work.

For this request, the County Project Manager is: Archuleta County Public Works Operations Manager – Matt Archuleta

- 1.6 Independent Contractor:** The ENGINEER shall be legally considered an Independent Contractor and neither the ENGINEER nor its employees shall, under any circumstances, be considered servants or agents of Archuleta County. The County shall be at no time legally responsible for any negligence or other wrongdoing by the ENGINEER, its servants, or agents. The County shall not withhold from the contract payments to the ENGINEER any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the ENGINEER. Further, the County shall not provide to the ENGINEER any insurance coverage or other benefits, including Workers' Compensation, normally provided by the City for its employees.
- 1.7 Ownership:** All plans, prints, designs, concepts, etc., shall become the property of Archuleta County.
- 1.8 Venue:** Any agreement as a result of responding to this proposal shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the State of Colorado, and any action brought to enforce any provisions shall be maintained in Archuleta County, Colorado. The prevailing party in any action to enforce the terms and conditions of this Agreement shall collect all reasonable costs and expenses incurred in such action, including, but not limited to, reasonable attorney's fees.

Article 2 Interpretation

- 2.1 Failure to Enforce:** Failure by the County at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the County to enforce any provision at any time in accordance with its terms.

Article 3 Confidentiality

- 3.1 Confidentiality:** All information disclosed by the County to the ENGINEER for the purpose of the work to be done or information that comes to the attention of the ENGINEER during the course of performing such work is to be kept strictly confidential.

Article 4 Information

4.1 Basic Qualifications: In order to do business with the County, a ENGINEER must be able to demonstrate that it has:

- The appropriate financial, insurance, material, licensing, certifications, equipment, facility and personnel resources, experience and expertise, or the ability to obtain them, necessary to indicate the capability to meet all contractual requirements;
- A satisfactory record of performance and integrity;
- No unresolved negative issues with the Better Business Bureau;
- The legal capacity to contract with the County;
- Has already supplied, or upon request does supply, all necessary information needed to establish the above qualifications.

The County reserves the right to inspect the plant, place of business or worksite of the ENGINEER. The ENGINEER will supply an IRS W-9 (Taxpayer Identification Number and Certification) with their proposal. The unreasonable failure of an ENGINEER to promptly supply information in connection with an inquiry regarding basic qualifications may be grounds for a determination of non-responsibility. If an ENGINEER who otherwise would have been awarded a contract is found non-responsible, a written determination of non-responsibility, setting forth the basis of the finding, shall be prepared by the County and the non-responsible ENGINEER will be ineligible for the award.

Article 5 Liability

5.1 Force Majeure: The ENGINEER shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the ENGINEER, unless otherwise specified in the contract.

5.2 Indemnification: ENGINEER shall defend, indemnify and save harmless Archuleta County, and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the ENGINEER, or of any ENGINEER's agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. ENGINEER shall pay any judgment with costs which may be obtained against the County growing out of such injury or damages.

Article 6 Government Requirements

6.1 Conflict of Interest: No public official and/or County employee shall have interest in any contract resulting from this proposal.

6.2 Ethics: The ENGINEER shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the County.

6.3 Illegal Aliens: The ENGINEER certifies that the ENGINEER shall comply with the provisions of CRS 8-17.5-101, et seq. The ENGINEER shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this contract. The ENGINEER represents, warrants and agrees that it (i) has verified that it does not employ any illegal aliens through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and the Department of Homeland Security, or (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b)(I). The ENGINEER shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment. If the ENGINEER fails to comply with any requirement of this provision or CRS 8-17.5-101, et seq., the County may terminate this contract for breach of contract, and the ENGINEER shall be liable for actual and consequential damages to the County. If the ENGINEER obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with an illegal alien, the ENGINEER shall: Notify the subcontractor and the County within three (3) days that the ENGINEER has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (a) above, the subcontractor does not stop employing or contracting with the illegal alien, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6.4 Employment Discrimination: During the performance of any services per agreement with the County, the ENGINEER, by submitting a Proposal, agrees to the following conditions:

- The ENGINEER shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the ENGINEER. The ENGINEER agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- The ENGINEER, in all solicitations or advertisements for employees placed by or on behalf of the ENGINEER, shall state that such ENGINEER is an Equal Opportunity Employer.

- Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

6.5 Campaign and Political Finance: Sole Source: Colorado Constitution, Article XXVIII, Sections 2,13,15,16 and 17. The purchase described in this contract may be subject to the provisions of the aforementioned constitutional article and the following:

- This provision applies only to sole source government contracts and does not apply to any contract which used a public and competitive bidding process in which the County solicited at least three bids prior to awarding the contract, such as solicitations made through an electronic solicitation notification system. ENGINEER certifies, warrants, and agrees that it has complied and will comply with Colorado Constitution Article XXVIII, including but not necessarily limited to the following prohibitions and obligations:
- If during the term of the contract, contractor holds sole source government contracts with the State of Colorado and any of its political subdivisions cumulatively totaling more than \$100,000 in a calendar year, then for the duration of this contract and for two years after, contractor will not make, cause to be made, or induce by any means a contribution, directly or indirectly, on behalf of contractor or contractor's immediate family member(s) for the benefit of any political party or for the benefit of any candidate for any elected office of the State or any of its political subdivisions; and
- ENGINEER represents that contractor has not previously made or caused to be made, and will not in the future make or cause to be made, any contribution intended to promote or influence the result of a ballot issue election related to the subject matter of this contract; and
- ENGINEER will satisfy contractor's obligations to promptly report to the Colorado Department of Personnel & Administration information included in the Government Contract Summary and the Contract Holder Information, regarding this contract and any other sole source government contracts to which contractor is a party; and
- ENGINEER understands that any breach of this section or of ENGINEER's responsibilities under Colorado Constitution Article XXVIII may result in either contractual or constitutionally mandated penalties and remedies; and
- A ENGINEER that intentionally violates Colorado Constitution Article XXVIII, Section 15 or 17(2), shall be ineligible to hold any sole source government contract, or public employment with the state or any of its political subdivisions for three years; and
- By performing pursuant to the contract, ENGINEER hereby affirms it is qualified and eligible under such provisions to enter into this contract.

Article 7 Termination

7.1 Contract Termination: The County may terminate the performance of Work under the Contract Documents without cause and in the County's sole and absolute discretion. Such termination may be in whole, or from time to time in part. Any such termination shall be effected by delivery of a written Notice of Termination to the ENGINEER, specifying the extent to which performance of Work under the Contract is terminated and the date upon which termination becomes effective.

7.2 Termination for Cause: If ENGINEER fails to timely deliver the product(s) or to perform any of the service(s) contained in this Contract at the time specified herein or otherwise defaults in the performance of any of its obligations hereunder and the default continues for ten (10) calendar days, or if ENGINEER becomes insolvent, a trustee or receiver of ENGINEER's business or assets is appointed, ENGINEER makes an assignment for the benefit of creditors, or a petition in bankruptcy is filed by or against ENGINEER, then in any such event, the County, at its sole and ultimate discretion, may cancel this Contract in whole or in part and any other agreement, order, confirmation, or terms of sale between the parties, by written notice to ENGINEER. The County shall have no liability or obligation whatsoever to ENGINEER by reason of or resulting from such cancellation. In addition to any other remedies available, the County may purchase similar product(s) or service(s) elsewhere in such manner as the County may deem appropriate. ENGINEER is liable to the County for any excess costs in procuring and purchasing the similar product(s) and/or service(s), plus any and all incidental and or consequential damages.

Article 8 Performance

8.1 Compliance with Laws: Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements.

8.2 Failure to Deliver: In the event of failure of the ENGINEER to deliver services in accordance with the contract terms and conditions, the County, after due oral or written notice, may procure the services from other sources and hold the ENGINEER responsible for any costs resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the County may have.

8.3 Inspection and Acceptance: Final acceptance is dependent upon completion of all applicable inspection procedures. Should the products or services fail to meet any inspection requirements the County may exercise all of its rights, including those provided in the Uniform Commercial Code. In the case of services, the County reserves the right to inspect services provided under this contract at all

reasonable times and places. "Services" as used in this clause includes services performed or tangible material produced or delivered in the performance of services. If any of the services do not conform to the contract requirements, the County may require the ENGINEER to perform the services again in conformity with the contract requirements, with no additional payment. When defects in the quality or quantity of service cannot be corrected by re-performance, the County may (1) require the ENGINEER to take necessary action to ensure that the future performance conforms to the contract requirements and (2) equitably reduce the payment due the ENGINEER to reflect the reduced value of the services performed. These remedies in no way limit the remedies available to the County in the termination provisions of the contract, or other remedies available at law.