

SUPERIOR METROPOLITAN DISTRICT NO. 1
RESOLUTION NO. SMD#1 - 3
SERIES 2019

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH DEWBERRY ENGINEERS, INC. FOR THE NEW HEADWORKS AND ODOR CONTROL SYSTEM DESIGN AT THE WASTEWATER TREATMENT PLANT

NOW BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE SUPERIOR METROPOLITAN DISTRICT NO. 1 AS FOLLOWS:

Section 1. The Professional Services Agreement between Superior Metropolitan District No. 1 and Dewberry Engineers, Inc., for the New Headworks and Odor Control System Design at the Wastewater Treatment Plant, is hereby approved in substantially the form attached hereto, subject to final approval by the District's General Counsel.

ADOPTED this 8th day of April, 2019.



Clint Folsom, President

ATTEST



Phyllis L. Hardin, Secretary

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 8th day of April, 2019 (the "Effective Date"), by and between the Superior Metropolitan District No. 1, a Colorado special district with an address of 124 East Coal Creek Drive, Superior, Colorado 80027 (the "District"), and Dewberry Engineers, Inc., an independent contractor with a principal place of business at 990 South Broadway, Suite 400, Denver Colorado 80209 ("Contractor") (each a "Party" and collectively the "Parties").

WHEREAS, the District requires professional services; and

WHEREAS, Contractor has held itself out to the District as having the requisite expertise and experience to perform the required professional services.

NOW, THEREFORE, for the consideration hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

I. SCOPE OF SERVICES

A. Contractor shall furnish all labor and materials required for the complete and prompt execution and performance of all duties, obligations, and responsibilities which are described or reasonably implied from the Scope of Services set forth in **Exhibit A**, attached hereto and incorporated herein by this reference.

B. A change in the Scope of Services shall not be effective unless authorized as an amendment to this Agreement. If Contractor proceeds without such written authorization, Contractor 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 District is authorized to modify any term of this Agreement, either directly or implied by a course of action.

II. TERM AND TERMINATION

A. This Agreement shall commence on the Effective Date, and shall continue until Contractor completes the Scope of Services to the satisfaction of the District, or until terminated as provided herein.

B. Either Party may terminate this Agreement upon 30 days advance written notice. The District shall pay Contractor for all work previously authorized and completed prior to the date of termination. If, however, Contractor has substantially or materially breached this Agreement, the District shall have any remedy or right of set-off available at law and equity.

III. COMPENSATION

In consideration for the completion of the Scope of Services by Contractor, the District shall pay Contractor an amount not to exceed \$458,770, at the hourly rates set forth in **Exhibit B**, attached hereto and incorporated herein by this reference. The maximum amount shall include all fees, costs and expenses incurred by Contractor, and no additional amounts shall be paid by the

District for such fees, costs and expenses. Contractor shall not be paid until the Scope of Services is completed to the satisfaction of the District. If Contractor completes the Scope of Services for an amount less than \$458,770, Contractor shall only be entitled to the lesser amount.

IV. PROFESSIONAL RESPONSIBILITY

A. Contractor 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, required by law. The work performed by Contractor 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 work in the applicable community. The work and services to be performed by Contractor hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.

B. The District's review, approval or acceptance of, or payment for any services shall not 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.

C. Because the District has hired Contractor for its professional expertise, Contractor agrees not to employ subcontractors to perform any work under the Scope of Services.

V. OWNERSHIP

Any materials, items, and work specified in the Scope of Services, and any and all related documentation and materials provided or developed by Contractor shall be exclusively owned by the District. Contractor expressly acknowledges and agrees that all work performed under the Scope of Services constitutes a "work made for hire." To the extent, if at all, that it does not constitute a "work made for hire," Contractor hereby transfers, sells, and assigns to the District all of its right, title, and interest in such work. The District may, with respect to all or any portion of such work, use, publish, display, reproduce, distribute, destroy, alter, retouch, modify, adapt, translate, or change such work without providing notice to or receiving consent from Contractor.

VI. INDEPENDENT CONTRACTOR

Contractor is an independent contractor. Notwithstanding any other provision of this Agreement, all personnel assigned by Contractor to perform work under the terms of this Agreement shall be, and remain at all times, employees or agents of Contractor for all purposes. Contractor shall make no representation that it is a District employee for any purposes.

VII. INSURANCE

A. Contractor 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 Contractor pursuant to this Agreement. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor to procure and maintain, the insurance coverages listed below, with forms and insurers acceptable to the District.

1. Worker's Compensation insurance as required by law.

2. Commercial General Liability insurance with minimum combined single limits of \$1,000,000 each occurrence and \$2,000,000 general aggregate. The policy shall be applicable to all premises and operations, and shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall contain a severability of interests provision, and shall include the District and the District's officers, employees, and contractors as additional insureds. No additional insured endorsement shall contain any exclusion for bodily injury or property damage arising from completed operations.

3. Professional liability insurance with minimum limits of \$1,000,000 each claim and \$2,000,000 general aggregate.

B. Such insurance shall be in addition to any other insurance requirements imposed by law. The coverages afforded under the policies shall not be canceled, terminated or materially changed without at least 30 days prior written notice to the District. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Any insurance carried by the District, its officers, its employees or its contractors shall be excess and not contributory insurance to that provided by Contractor. Contractor shall be solely responsible for any deductible losses under any policy.

C. Contractor shall provide to the District a certificate of insurance as evidence that the required policies are in full force and effect. The certificate shall identify this Agreement.

VIII. INDEMNIFICATION

A. Contractor agrees to indemnify and hold harmless the District and its officers, insurers, volunteers, representative, agents, employees, heirs and assigns from and against all claims, liability, damages, losses, expenses and demands, including attorney fees, on account of injury, loss, or damage, including without limitation claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage, or any other loss of any kind whatsoever, which arise out of or are in any manner connected with this Agreement if such injury, loss, or damage is caused in whole or in part by, the act, omission, error, professional error, mistake, negligence, or other fault of Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor, or which arise out of a worker's compensation claim of any employee of Contractor or of any employee of any subcontractor of Contractor. Contractor's liability under this indemnification provision shall be to the fullest extent of, but shall not exceed, that amount represented by the degree or percentage of negligence or fault attributable to Contractor, any subcontractor of Contractor, or any officer, employee, representative, or agent of Contractor or of any subcontractor of Contractor.

B. If Contractor is providing architectural, engineering, surveying or other design services under this Agreement, the extent of Contractor's obligation to indemnify and hold harmless the District may be determined only after Contractor's liability or fault has been determined by adjudication, alternative dispute resolution or otherwise resolved by mutual agreement between the Parties, as provided by C.R.S. § 13-50.5-102(8)(c).

IX. ILLEGAL ALIENS

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 who will perform work under this Agreement and that Contractor will participate in either the E-Verify Program administered by the United States Department of Homeland Security and Social Security Administration or the Department Program administered by the Colorado Department of Labor and Employment to confirm the employment eligibility of all employees who are newly hired to perform work under this Agreement.

B. **Prohibited Acts.** Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement, or 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. If Contractor has employees, Contractor has confirmed the employment eligibility of all employees who are newly hired to perform work under this Agreement through participation in either the E-Verify Program or the Department Program.

2. Contractor shall not use the E-Verify Program or Department 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 who is performing work under this Agreement, Contractor shall: notify the subcontractor and the District within 3 days that Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien who is performing work under this Agreement; and terminate the subcontract with the subcontractor if within 3 days of receiving the notice required pursuant to subsection 1 hereof, the subcontractor does not stop employing or contracting with the illegal alien who is performing work under this Agreement; except that Contractor shall not terminate the subcontract if during such 3 days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien who is performing work under this Agreement.

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.

E. **Affidavits.** If Contractor does not have employees, Contractor shall sign the "No Employee Affidavit" attached hereto. If Contractor wishes to verify the lawful presence of newly hired employees who perform work under the Agreement via the Department Program, Contractor shall sign the "Department Program Affidavit" attached hereto.

X. MISCELLANEOUS

A. Governing Law and 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 Boulder County, Colorado.

B. No Waiver. Delays in enforcement or the waiver of any one or more defaults or breaches of this Agreement by the District shall not constitute a waiver of any of the other terms or obligation of this Agreement.

C. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.

D. Third Parties. There are no intended third-party beneficiaries to this Agreement.

E. Notice. Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented or sent pre-paid, first class United States Mail to the Party at the address set forth on the first page of this Agreement.

F. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.

G. Modification. This Agreement may only be modified upon written agreement of the Parties.

H. Assignment. Neither this Agreement nor any of the rights or obligations of the Parties shall be assigned by either Party without the written consent of the other.

I. Governmental Immunity. The District and its officers, attorneys and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended, or otherwise available to the District and its officers, attorneys or employees.

J. Rights and Remedies. The rights and remedies of the District under this Agreement are in addition to any other rights and remedies provided by law. The expiration of this Agreement shall in no way limit the District's legal or equitable remedies, or the period in which such remedies may be asserted, for work negligently or defectively performed.

K. Subject to Annual Appropriation. Consistent with Article X, § 20 of the Colorado Constitution, any financial obligation of the District not performed during the current fiscal year is subject to annual appropriation, shall extend only to monies currently appropriated, and shall not constitute a mandatory charge, requirement, debt or liability beyond the current fiscal year.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

**EXHIBIT A
SCOPE OF SERVICES**

**NEW HEADWORKS AND ODOR CONTROL SYSTEM DESIGN
WASTEWATER TREATMENT PLANT**

Contractor's Duties

This project consists of design and construction phase engineering services of a new headworks facility and odor control system that is intended to include the following components:

- Mechanical screen (existing unit to be relocated from existing facility)
- Screenings washer/compactor unit (existing unit to be relocated from existing facility)
- Inclusion of, or provisions for addition of, additional channel for emergency bypass and/or future mechanical screen expansion
- New grit removal system
- New grit washer/classifier system
- Space accommodations and planning for future grit removal system
- Influent flow measurement
- Influent sampler
- Odor control at headworks, secondary process, and solids handling facilities
- Electrical and controls room

The new headworks shall be housed indoors and shall be of sufficient size and configuration to meet process needs and also fit within the site constraints and limits. The new building shall be designed to match existing site architecture.

The demolition of the old headworks equipment will not occur until the new headworks equipment is installed and completely operational. Contractor shall design and oversee the relocation of certain equipment and demolition/removal of existing pretreatment equipment including the screen, washer/compactor, screening conveyor mechanism, grit classifier, grit pump and associated piping between the grit pump and grit classifier. Contractor shall also design the appropriate means of decommissioning of the existing headworks, to include existing channels and basins both inside the pretreatment room and the grit chamber itself. The structure housing the existing pretreatment equipment will not be demolished.

A new operator control room shall be combined with the electrical room necessary to power and control the new facilities. This room shall be provided with separate air conditioning.

Odor control improvements include the new headworks facility along with capturing and treating of gases from the solids handling facilities and secondary buildings.

TASK 1 - PROJECT MANAGEMENT AND COORDINATION

This phase of the project includes project planning, meetings planning and leading meetings, stakeholder coordination, discipline coordination, client communication, coordination, monthly progress reports, kickoff meeting, file maintenance, document control, scope management, and monthly invoicing.

Task 1.1 - Project Management. Contractor shall: develop a project management plan (PMP) and coordinate engineering activities; assign and supervise project staff; monitor budgets; administer subcontracts; prepare monthly invoices and status reports; maintain project files with calculations, correspondence, technical memoranda, and other pertinent documents; and submit progress reports as required for grant funding.

Task 1.2 - Coordination. Contractor shall conduct 4 project meetings, not including workshops, at the District's office; and prepare agendas, lead meetings, and publish meeting minutes, including a kickoff meeting, a District planning meeting, and design close-out meeting.

TASK 2 - PRELIMINARY DESIGN

During this phase, the project is defined through the Project Needs Assessment (PNA), a public meeting, odor sampling, and development of the project standards memo, which all establish the basis of design and related criteria. This phase also involves defining code standards, existing facility conditions, existing rate structures, and needs associated with odors.

Task 2.1 - PNA Completion. Contractor shall: update facility plan information and prepare CDPHE PNA Form to meet SRF funding requirements; update flow and load projections and project cost opinions; request information required from the District including rates, financial information, and the District's organization structure; and submit the PNA to CDPHE for review.

Task 2.2 - Environmental Assessment. Contractor shall prepare environmental assessment that meets the requirements for the PNA form.

Task 2.3 - Public Meeting. Contractor shall develop meeting materials and conduct 1 public meeting, coordinating with the District to ensure that the public meeting is advertised with 30 days' prior notice.

Task 2.4 - Coordinate Odor Sampling with Plant Staff. Contractor shall provide information on required compounds to be sampled for and quantity of sample taken, and collect samples and ship to lab for analysis.

Task 2.5 - Project Standards Memorandum. Contractor shall prepare a project standards memorandum that lists all proposed basis of design criteria and applicable codes (building, electric, fire protection), utilities service, architecture, SCADA communication, and applicable District Standards and submit to District staff for review and comment.

Task 2.6 - Quality Assurance (QA)/Quality Control (QC). Contractor shall review all work products and deliverables produced.

TASK 3 – 30% DESIGN

This phase of the project involves progressing the project from the PNA and conceptual design into the early stages of detailed design. It includes preliminary equipment selections and development of basis of design drawings including: process and instrumentation diagrams (P&ID); preliminary control strategies; civil site layout, process flow diagram, and preliminary hydraulic profile. It includes some aspects of permitting including preparation of site application and the process design report (PDR). The first probable opinion of construction cost for the project will be submitted in this phase. Contractor shall perform a 30% QA/QC review of drawings and PDR. Once the 30% drawings and process design report are submitted, Contractor shall lead a 30% design workshop.

Task 3.1 - Equipment Workshop. Contractor shall conduct a workshop with the District staff to present and discuss the alternatives for process equipment to be included in the WWTP upgrades.

Task 3.2 - Survey. Contractor shall: conduct site topographic survey; identify and locate all above ground features including existing structures, driveways, utility boxes, landscaping, and utility poles; determine location of all known buried utilities as provided by a professional utility locating service in accordance with current regulations; and establish property and right-of-way lines and show existing features in relation to those lines.

Task 3.3 - Geotechnical Investigation. Contractor shall: conduct geological reconnaissance to collect data to support development of geotechnical and structural basis of design; drill 4 borings onsite to a depth of 10' below bottom of structures (approximately 25' below ground surface); and if drilling is not possible, test pits may be excavated as required to conduct geotechnical investigation.

Task 3.4 – 30% Design. Contractor shall prepare 30% drawings and a list of specifications, and develop piping and instrumentation diagrams (P&ID), preliminary control strategies, plan layouts, preliminary hydraulic profile, and a list of specifications.

Task 3.5 - Site Application Amendment. Contractor shall prepare site application amendment and submit to the CDPHE.

Task 3.6 - Process Design Report (PDR). Contractor shall prepare PDR to meet CDPHE Regulation 22 requirements and standard guidance provided in its Design Criteria for Domestic Wastewater Treatment Works (WPC-DR-1). Contractor will submit report to the District for review, incorporate the District's comments, and submit to CDPHE.

Task 3.7 - Opinion of Probable Construction Cost. Contractor shall prepare opinion of probable construction cost based on the detail developed and decisions made at the 30% design.

Task 3.8 - QA/QC Review. Contractor shall conduct QA/QC review of all deliverables including drawings, reports, memos, and opinion of probable construction cost.

Task 3.9 - Design Review Workshop. Contractor shall conduct a half-day workshop for District staff to review 30% design.

TASK 4 – 60% DESIGN

This phase of the work essentially progresses the 30% design to 60% design progress. A full index of drawings is developed at this stage and specifications are developed and submitted for review. Many of the key decisions on the project are firm at this phase. Contractor shall: incorporate 30% design comments into design documents; develop design documents to the 60% level. Prepare preliminary process control strategies; prepare necessary documentation for the District's review process; with Town of Superior planning staff and address comments; prepare update to the opinion of probable construction cost based on the detail developed and decisions made at the 60% design; conduct QA/QC review on drawing set and specifications. Conduct preliminary coordination review between disciplines; and conduct a workshop with District staff on 60% design documents.

TASK 5 – 90% DESIGN

This phase of the project progresses the design from 60% design to 90% design. At 90% project completion, the design is near completion. All design decisions have been incorporated and the

opinion of probable cost is within 30% of actual cost. Contractor shall: incorporate 60% design and CDPHE PDR comments into design documents. Develop design drawings and specifications to the 90% level; prepare opinion of probable construction cost based on the detail developed and decisions made at the 90% design; perform QA/QC review of design documents including a coordination review between disciplines; and conduct a workshop with District staff.

TASK 6 - FINAL DESIGN

This phase of the project progresses the design from 90% design to 100% final design. At 100% project design completion, the design is complete, all client/operator comments have been incorporated and all disciplines have been cross-checked, all design decisions have been incorporated and the opinion of probable cost is update, and the final design documents will be bid-ready. Contractor shall incorporate 90% design comments into design documents; develop design drawings and specifications to the 100% level; coordinate with any required permitting agencies including the District and Town of Superior Planning, Public Works, and Building Departments; prepare and submit required documentation; update the 90% cost estimate, only with any substantive changes that might have come from the 90% design review by the District; and perform final QA/QC on final documents.

TASK 7 - CONSTRUCTION PHASE SERVICES

This phase includes bid phase services, submittal review, construction observation, pay application approvals, construction meetings, and substantial and final completion.

TASK 7.1 – Construction Phase Project Management. This phase of the project includes project planning, meetings planning, discipline coordination, client communication, sub-contractor coordination, monthly progress reports, document control, scope management, and monthly invoicing for the duration of bidding and construction.

Task 7.2 - Bidding Phase Services. Contractor shall: assist District with preparation for pre-bid meeting, attend pre-bid meeting; prepare up to 2 addenda; review and evaluated received bids, and prepare a recommendation of award to the District; and engage a 3rd party review of the 90% opinion of possible construction cost.

Task 7.3 - Submittals and Request for Information Logs. Contractor shall: prepare and maintain status of submittal log; review and respond to construction submittals; and review and respond to up to 25 requests for information.

Task 7.4 - Pay Application Approvals. Contractor shall: review contractor pay applications; make recommendations each month to the District; review pay applications to verify conformance with Davis Bacon; conduct interviews with contractor staff in accordance with SRF requirements; verify equipment compliance AIS; and work with District staff to submit AIS documentation to SRF funding agency for review.

Task 7.5 - Construction Observation (10 months, 1 days per week). Contractor shall: prepare construction notes, daily reports, and take photographs; assist with field orders, field directives, and changes; and attend biweekly construction meetings.

Task 7.6 - Punchlist and Site Visit. Contractor shall: meet with the construction contractor and District staff onsite; prepare written punchlist; and coordinate dates with the contractor for substantial and final completion.

Task 7.7 - Record Drawings. Contractor shall take the construction contractor's record drawing mark-ups and any field observation notes that may have been recorded and incorporate them into a final record drawing set, and provide final record drawings in electronic format (AutoCAD and PDF).

LIST OF DELIVERABLES

- Project Needs Assessment (PNA)
- Public Meeting Minutes (1 meeting)
- Meeting Minutes for Additional of 4 project progress meetings
- Process Design Report
- Project Standards Report
- 30% Design Drawings
- 30% Workshop Meeting Minutes
- 30% Opinion of Probable Construction Cost
- 60% Design Drawings and Specifications
- 60% Workshop Meeting Minutes
- 60% Opinion of Probable Construction Cost
- 90% Design Drawings and Specifications
- 90% Workshop Meeting Minutes
- 90% Opinion of Probable Construction Cost
- 100% Final Design Drawings and Specifications
- 100% Opinion of Probable Construction Cost

**EXHIBIT B
COMPENSATION**

Contractor shall be paid on an hourly basis for the time spent by Contractor's employees performing the work described in **Exhibit A**, Scope of Services. Contractor shall provide itemized invoices detailing the work performed, and shall bill in increments of not less than 15 minutes. Such invoices shall be submitted to the District on a monthly basis. Actual charges shall be based upon the following Billing Rate Schedule:

Hourly Billing Rates Table

Personnel Category	Hourly Billing Rate, \$
Principal/Engineer IV	245
Engineer VII	190
Engineer VI/ Project Manager	180
Structural Engineer	170
Engineer IV	160
Electrical Engineer	150
Engineer II	110
Sr CAD Designer IV	130
CAD Designer III	120
CAD Designer II	110
CAD Designer I	90
Resident Engineer	145
Administrative	95

Reimbursable Expense Table

Category	Rate
Auto Mileage	Approved IRS rate
Project related printing, couriering, mailing with external vendors, parking fees and tolls	At Cost
Computer time, faxing, in-house printing, general supplies	No Charge

NO EMPLOYEE AFFIDAVIT

[To be completed only if Contractor has no employees]

1. Check and complete one:

I, _____, am a sole proprietor doing business as _____. I do not currently employ any individuals. Should I employ any employees during the term of my Agreement with the District of Superior (the "District"), I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

OR

I, _____, am the sole owner/member/shareholder of _____, a _____ [specify type of entity – *i.e.*, corporation, limited liability company], that does not currently employ any individuals. Should I employ any individuals during the term of my Agreement with the District, I certify that I will comply with the lawful presence verification requirements outlined in that Agreement.

2. Check one.

I am a United States citizen or legal permanent resident.

The District must verify this statement by reviewing one of the following items:

- *A valid Colorado driver's license or a Colorado identification card;*
- *A United States military card or a military dependent's identification card;*
- *A United States Coast Guard Merchant Mariner card;*
- *A Native American tribal document;*
- *In the case of a resident of another state, the driver's license or state-issued identification card from the state of residence, if that state requires the applicant to prove lawful presence prior to the issuance of the identification card; or*
- *Any other documents or combination of documents listed in the District's "Acceptable Documents for Lawful Presence Verification" chart that prove both Contractor's citizenship/lawful presence and identity.*

OR

I am otherwise lawfully present in the United States pursuant to federal law.

Contractor must verify this statement through the federal Systematic Alien Verification of Entitlement ("SAVE") program, and provide such verification to the District.

Signature

Date

