



**CITY OF GREELEY
Purchasing**

**Request for Qualifications
RFQ #F22-10-085**

**PRELIMINARY AND FINAL DESIGN SERVICES – US 34/WCR 17 INTERSECTION
IMPROVEMENTS**

for

PUBLIC WORKS/ENGINEERING DIVISION

REQUEST FOR QUALIFICATIONS (RFQ)
RFQ#F22-10-085

Procurement Contact: Shantelle Griego
Email Address: purchasing@greeleygov.com
Telephone Number: 970-350-9333

Proposals must be received no later than:

November 4th, 2022, before 2:00 p.m. MST

Proposals received after this date and time will not be considered for award.

Email your RFQ Response to purchasing@greeleygov.com. Submit your RFQ response to this email only – please do not email to multiple people. Only emails sent to purchasing@greeleygov.com will be considered as responsive to the request for proposals.

Emails sent to other City emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single PDF file under 20MB.

The RFQ number and Project name must be noted in the subject line, otherwise the proposal may be considered as non-responsive to the RFQ.

Schedule of Events (subject to change)	All times are given in local Colorado time
RFQ Issued	10/17/2022
Optional Pre-Proposal Conference	Not required
Inquiry Deadline	10/21/2022 before 2:00 p.m. MST
Final Addendum Issued	10/26/2022
Proposal Due Date and Time	11/04/2022 before 2:00 p.m. MST
Interviews (tentative)	Not anticipated
Notice of Award (tentative)	11/15/2022

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SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The project involves intersection improvements at the US 34/ WCR 17 intersection at the City of Greeley's western growth boundary. The intersection is bounded by Town of Johnstown at the southwest corner and Town of Windsor at the northwest corner. Based on the design and initial survey, the City of Greeley (City) does anticipate right-of-way acquisition and temporary easements. The preferred design concept is presented in Figure 1. It is the intent of the City to have construction complete by end of 2025.

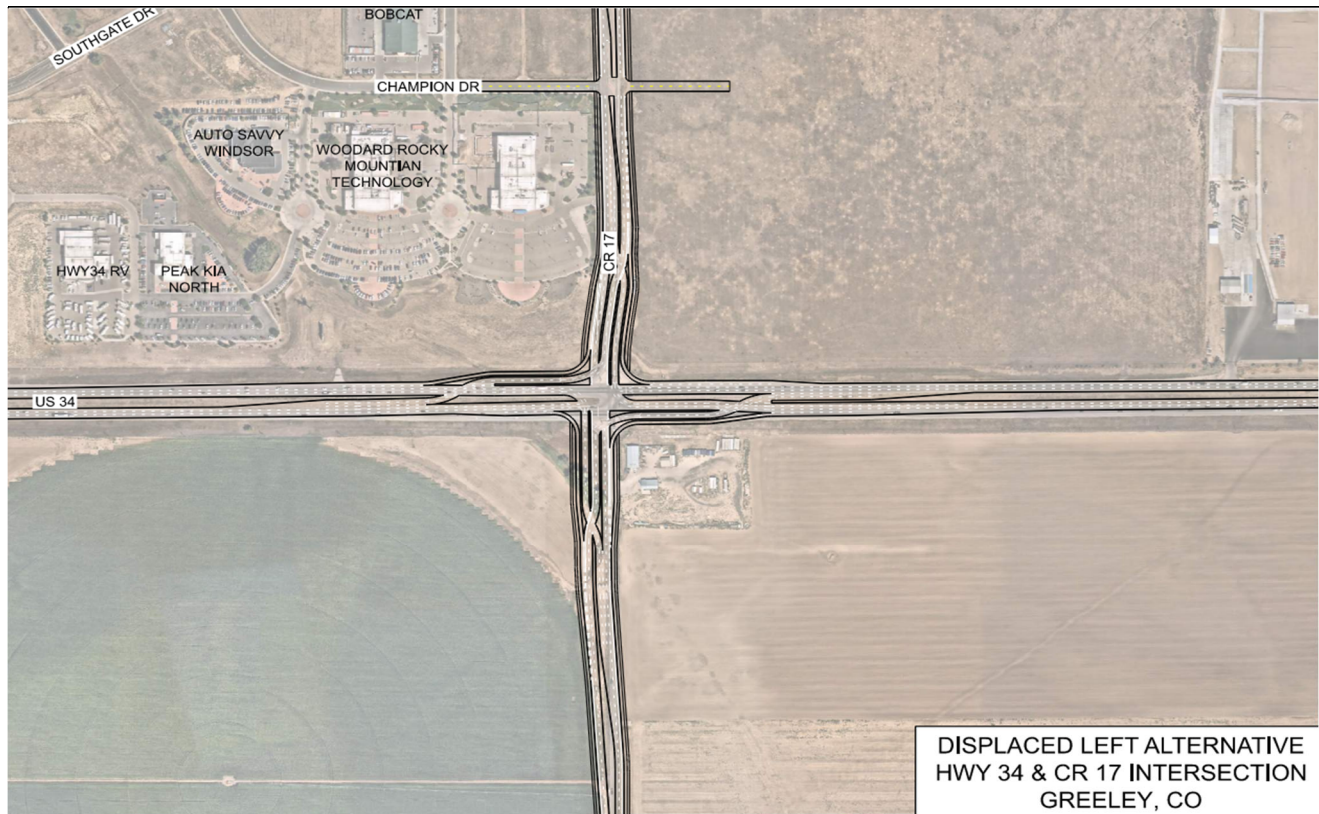
The conceptual design effort will involve coordination with CDOT, Town of Johnstown, Town of Windsor and the proposed developments in the vicinity of the intersection. The construction will be carried out under traffic with US 34 open for traffic throughout the construction. The project extents may extend for about 3,000 feet on WCR17 in the southern direction. There may be a need to design two additional intersections along this alignment based on coordination and discussion with proposed developments.

This project is being funded with local funds. Scoping meetings with CDOT, Johnstown and City of Windsor were held to vet the preferred design alternative and obtain direction on required environmental clearances. The project will be let by the City; however, the project should be designed in accordance with the CDOT Standards and Specifications and should follow the CDOT Project Delivery schedule.

Required Project elements include:

- ROW and final construction plans per CDOT requirements
- Stakeholder engagement and coordination
- Utility coordination (public and private)
- Construction staging and traffic control
- CDOT clearances
- Preliminary and final design of street and intersection improvements
- Preliminary and final design of sanitary sewer, stormwater and drainage improvements
- Construction bid package per City requirements, including special provisions
- Assistance during bidding process (addendums and clarifications)
- Availability during construction to attend pre-construction meeting and provide design-related support during construction

Figure 1. Preferred Design Concept (subject to CDOT, Town of Windsor and Town of Johnstown Approval)



B. Overview

The City is requesting proposals from qualified consulting firms and/or teams (Professional) to provide the City with engineering design, defining right-of-way (ROW) impacts, obtaining local, State and Federal clearances, stakeholder and utility coordination for the US 34/WCR 17 Intersection Improvement Project. The successful Professional will identify and address all the tasks, issues and deliverables required in their proposal. Prospective teams must possess the expertise and experience necessary to complete the project on time and within the established budget and work with City staff and all other affected interests to accomplish the goals and objectives associated with this project. **The Professional should be prequalified with the CDOT to provide the required services.**

All work associated with the project must be in accordance with CDOT Standards and Specifications, with room for innovative design solutions. All plans must be prepared in CDOT format, and specifications must be written in the format of the latest CDOT Standard Specifications for Road and Bridge Construction. The project will be bid and let by the City.

It is the City's intent to hire a single Professional firm and/or team capable of executing the following duties:

- Developing context sensitive design approaches to complex problems
- Public and stakeholder support including graphics, renderings, and material development
- Coordination with proposed mixed land use development in the southwest corner of the
- Coordination with City, CDOT and Towns of Windsor and Johnstown regarding any underground utility improvements such as sanitary sewer, storm water and fiber
- Civil and roadway design including intersection design, specifically roundabout design

- Construction staging development
- Traffic engineering recommendations, including mobility and public transportation needs
- Utilities engineering to include Professional Engineer (PE) stamped Subsurface Utility Engineering (SUE) plans
- ROW plan development including all associated tasks (title research, boundary survey, etc.)
- Utility coordination
- Geotechnical and pavement engineering
- Hydraulic engineering
- Environmental clearances and coordination associated with local, State and Federal regulations
- Coordination with the Colorado Department of Transportation (CDOT) including obtaining all necessary clearances associated with full design, ROW acquisition, and construction
- General plan development and construction support
- Other services not listed that would be required to provide the full range of engineering services for the successful completion of construction plans, estimate, and specifications
- Development of engineering plans, estimate, specifications, and phasing plans enabling the construction of the Project with minimal impacts to traffic, adjacent property owners, adjacent businesses and other stakeholders

Known project constraints:

- Schedule- Project needs to be bid by October 2024 for a construction complete by November 2025.
- Budget- It is the goal of the City to stay within a defined project budget currently estimated to be \$17,000,000 including design and construction.
- Sanitary sewer connection under US 34 to connect to existing sanitary sewer facility owned and operated by Town of Windsor.

Professional should present their experience and abilities regarding the following:

- Plan preparation and coordination involving all aspects of design
- Knowledge of and experience designing intersections and interchanges
- Innovative intersection design including roundabout design
- Experience with construction phasing that minimizes impacts to businesses and traveling public
- Ability to work effectively as part of a team in a fast-paced project development environment
- Experience managing environmental clearances within a constrained project schedule
- Ability to include transit facilities in design

C. Goals

US 34/WCR 17 Intersection Improvement Project Goals (identified and addressed in the preferred concept)

- Design a CFI intersection at the US34/WCR17 intersection with minimal ROW impacts
- Ability to replace the intersection with a SPUI within the established footprint
- Improve pedestrian safety and create a walkable environment
- Design additional intersections along the WCR17 alignment, specifically to the south of the US34/WCR17 intersection

- Design an appropriate SW drainage system

Design Contract Goals

- Build from the work already completed in the conceptual design
- Meet construction start deadline of early 2025
- Minimize impacts to traveling public, businesses, residents, and property owners
- US34 shall be open for through traffic at all times

SECTION II. STATEMENT OF WORK

A. Scope of Services

The general scope of work and major deliverable matrix is presented in Exhibit 3. These may not constitute the full scope of work required to complete the project. Professional shall expand any of the tasks listed in the matrix. Additional tasks, if deemed necessary by the Professional, shall be added to the list to ensure achievement of all project objectives.

The deliverables shown in the matrix and may be modified once the Professional is selected based on additional input. Professional should add phases that they deem necessary to the final scope of work and discuss any critical phases in their proposal.

• Clearances

For NEPA documentation the project will likely qualify as a Programmatic Categorical Exclusion. Professional will obtain necessary environmental clearances for the project.

• Public and Stakeholder Involvement

The Professional and City will develop and implement a Communication and Public Outreach Plan which addresses public involvement and stakeholder coordination. The process will include potentially affected interests such as City Council, CDOT, surrounding Towns, multiple City departments, stakeholders, City Transportation Advisory Board, surrounding property owners and businesses.

Professional tasks to support City's public and stakeholder involvement process include:

- Graphics production and reproduction
- Attendance and participation at project events (such as open houses)
- Preparation of presentation materials
- Attendance at public meetings

The Professional shall prepare a Public Information Plan during the scoping effort and shall improve the plan as the project progresses.

• Services During Bidding

The Professional shall assist in the contractor bidding of the project as appropriate. This task shall be Not to Exceed as required, at the direction of the City. If concerns are raised with the design documents during the contractor proposal phase and these concerns are found to be a deficiency with the design, the Professional shall correct these design deficiencies in a timely manner at no cost

to the City.

- Contractor RFI. The Professional shall assist the City in answering contractor RFI's during the construction proposal phase of the project. This task shall include the Professional attending the proposal pre-bid meeting for the project. This task shall be assumed as 20 hours.
- Issued for Construction (IFC) Documents. The Professional shall supply IFC documents for the project to be used by the contractor to construct the project. The IFC documents shall consider comments from the Contractor Bidding phase of the project as well as any additional design revisions.
 - Design Document Optimization. Based on contractor comments during the construction proposal phase and at the direction of the City, the Professional shall modify the project design documents. Modifications to the design documents may include the design drawings, specifications, special provisions, or any other documents associated with the project. This task includes design optimization items only and not items deemed as deficiencies. This task shall be assumed as 50 hours and includes preparing any addendums and the final IFC plan set.
 - Final IFC Sealed and Stamped Set. The Professional shall issue the IFC design documents for use by the contractor for construction of the project. These documents shall include all drawings, reports, provisions (general or special), specifications, or other items as required to fully construct the project. The IFC documents shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado. This set shall include electronic and paper copies as required by the City.

B. Period of Award

The completion date of providing the required product and services shall be 01/31/2025.

If the City desires to extend the contract, no later than thirty (30) days prior to expiration, the City's Purchasing Contact may send a notice in writing to the vendor requesting firm pricing for the next twelve-month period. After the City evaluates the firm pricing proposal from the vendor, it will determine whether to extend the contract. All awards and extensions are subject to annual appropriation of funds. The provisions of the foregoing paragraphs with respect to extensions of the terms of the contract shall be null and void if the contract has been terminated or revoked during the initial term or any extension thereof. All decisions to extend the contract are at the option of the City.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

The City's contact name listed herein is to be the sole point of contact concerning this RFQ. Offerors shall not directly contact other personnel regarding matters concerning this RFQ or to arrange meetings related to such.

B. Official Means of Communication:

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is

incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

C. Inquiries:

Prospective offerors may make written inquiries by e-mail before the written inquiry deadline concerning this RFQ to obtain clarification of requirements. There will be opportunity to make inquiries during the pre-proposal conference, if any. No inquiries will be accepted after the deadline. Inquiries regarding this RFQ (be sure to reference RFQ number) should be referred to:

E-Mail: purchasing@greeleygov.com

Subject Line: RFQ #F22-10-085

Response to offerors' inquiries will be published as addenda on the Rocky Mountain Bid System in a timely manner. Offerors cannot rely on any other statements that clarify or alter any specification or other term or condition of the RFQ.

Should any interested offeror, sales representative, or manufacturer find any part of the listed specifications, terms, and conditions to be discrepant, incomplete, or otherwise questionable in any respect, it shall be the responsibility of the concerned party to notify the Purchasing Contact of such matters immediately upon discovery.

D. Insurance: (Exhibit 4)

The successful Professional will be required to provide a Certificate of Insurance or other proof of insurance naming the City of Greeley as "additional insured". Coverage must include COMMERCIAL GENERAL LIABILITY coverage with minimum limits of \$2,000,000, and WORKER'S COMPENSATION coverage with limits in accordance with State of Colorado requirements.

COMPREHENSIVE AUTOMOBILE LIABILITY with minimum limits for bodily injury and property damage coverage of at least \$1,000,000, plus an additional amount adequate to pay related attorneys' fees and defense costs, for each of Professional's owned, hired or non-owned vehicles assigned to or used in performance of this Agreement.

The City shall be named as additional Insured for General and Auto Liability Insurance.

Awarded offeror must present the City with proof of PROFESSIONAL LIABILITY COVERAGE with a minimum limit of \$1,000,000.

E. Modification or Withdrawal of Proposals:

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

F. Minor Informalities:

Minor informalities are matters of form rather than substance evident from the response or insignificant mistakes that can be waived or corrected without prejudice to other vendors. The Purchasing Manager may waive such informalities or allow the vendor to correct them depending on which is in the best interest of the City.

G. Responsibility Determination:

The City will make awards only to responsible vendors. The City reserves the right to assess offeror responsibility at any time in this RFQ process and may not make a responsibility determination for every offeror.

H. Acceptance of RFQ Terms:

A proposal submitted in response to this RFQ shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the offeror shall indicate acknowledgment of this condition. A submission in response to this RFQ acknowledges acceptance by the offeror of all terms and conditions as set forth herein. An offeror shall identify clearly and thoroughly any variations between its proposal and the RFQ in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ.

I. Protested Solicitations and Awards:

Right to protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract must protest in writing to the City Manager as a prerequisite to seeking judicial relief. Protestors are urged to seek informal resolution of their complaints initially with the Purchasing Manager. A protest shall be submitted within ten (10) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto. A protest with respect to an invitation for bids or request for proposals shall be submitted in writing prior to the opening of bids or the closing date of proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protests prior to bid opening or the closing date for proposals.

- a) Stay of procurement during protests. In the event of a timely protest under Subsection (A) of this Section, the Purchasing Manager shall not proceed further with the solicitation or award of the contract until all administrative and judicial remedies have been exhausted or until the City Manager makes a written determination on the record that the award of a contract without delay is necessary to protect substantial interest of the City. (Ord. 75, 1984 §2 (part))

J. Confidential/Proprietary Information:

All proposals will be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals will be open for public inspection, except for the material that is proprietary or confidential. However, requests for confidentiality can be submitted to the Purchasing Contact provided that the submission is in accordance with the following procedures. This remains the *sole responsibility* of the offeror. The Purchasing Contact will make no attempt to cure any information that is found to be at a variance with this procedure. The offeror may not be given an opportunity to cure any variances after proposal opening. **Neither a proposal in its entirety, nor proposal price information will be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFQ.

K. Acceptance of Proposal Content:

The contents of the proposal (including persons specified to implement the project) of the successful contractor shall become contractual obligations into the contract award. Failure of the successful offeror to perform in accordance with these obligations may result in cancellation of the award and such offeror may be removed from future solicitations.

L. RFQ Cancellation:

The City reserves the right to cancel this RFQ at any time, without penalty.

M. Negotiation of Award:

In the event only one (1) responsive proposal is received by the City, the City reserves the right to negotiate the award for the services with the offeror submitting the proposal in lieu of accepting the proposal as is.

N. Contract: (Exhibit 2)

A sample copy of the contract award the City will use to contract for the services specified in this RFQ is included as Exhibit 2 for your review. The attached contract is only a sample and is not to be completed at this time.

O. RFQ Response/Material Ownership:

All material submitted regarding this RFQ becomes the property of the City, unless otherwise noted in the RFQ.

P. Incurring Costs:

The City is not liable for any cost incurred prior to issuance of a legally executed contract and/or a purchase order.

Q. Utilization of Award by Other Agencies:

The City reserves the right to allow other State and local governmental agencies, political subdivisions, and/or school districts to utilize the resulting award under all terms and conditions specified and upon agreement by all parties. Usage by any other entity shall not have a negative impact on the City in the current term or in any future terms.

R. Non-Discrimination:

The offeror shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age or sex.

S. News Releases:

Neither the City, nor the offeror, shall make news releases pertaining to this RFQ prior to execution of the contract without prior written approval of the other party. Written consent on the City's behalf is provided by the Public Information Office.

T. Certification of Independent Price Determination:

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
 - a) The billing rates in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
 - b) Unless otherwise required by law, the billing rates which have been included in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and

- c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- 2. Each person signing the Request for Proposal form of this proposal certifies that:
 - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
 - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above.
- 3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
- 4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

U. Taxes:

The City is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor will be responsible for payment of use taxes.

V. Assignment and Delegation:

Neither party to any resulting contract may assign or delegate any portion of the agreement without the prior written consent of the other party.

W. Availability of Funds:

Financial obligations of the City payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void without penalty to the City.

X. Standard of Conduct:

The successful firm shall be responsible for maintaining satisfactory standards of employees' competency, conduct, courtesy, appearance, honesty, and integrity, and shall be responsible for taking such disciplinary action with respect to any employee as may be necessary.

The City may request the successful firm to immediately remove from this assignment any employee found unfit to perform duties due to one or more of the following reasons:

1. Neglect of duty.
2. Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting.
3. Theft, vandalism, immoral conduct or any other criminal action.
4. Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment for the City.

Agents and employees of Professional working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying: the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

Y. Damages for Breach of Contract:

In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Z. Other Statutes:

1. The signatory hereto avers that he/she is familiar with Colorado Revised Statutes , 18-8-301, et seq. (Bribery and Corrupt Influence) and 18-8-401, et seq. (Abuse of Public Office) as amended, and that no violation such provisions is present.
2. The signatory hereto avers that to his/her knowledge, no City employee has any personal or beneficial interest whatsoever in the service or property described herein. See CRS 24-18-201 and CRS 24-50-507.

SECTION IV. PROPOSAL SUBMISSION

Following are the response requirements for this RFQ. All specific response items represent the minimum information to be submitted. Deletions or incomplete responses in terms of content or aberrations in form may, at the City's discretion, render the proposal non-responsive.

Please limit the total length of your proposal to a maximum of forty (40) single sided 8 ½ x 11" pages (excluding cover pages, table of contents, dividers and Vendor Statement form). Brevity is appreciated and encouraged when possible. Font shall be a minimum of 10 Arial and margins are limited to no less than .5" for sides and top/bottom. Extended page sizes, such as 11" x 17", count as a single page and should be limited to those pages which cannot be feasibly displayed on 8.5 x 11. Please, no embedded documents. Please no material that is promotional in nature.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted.

Late proposals will not be accepted. It is the responsibility of the offeror to ensure that the proposal is received at the City of Greeley's Purchasing Division on or before the proposal due date and time.

SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal, in the order listed. Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFQ (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFQ, including address, telephone number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Company Information**
 - 1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
 - 2. Describe any pending plans to sell or merge your company.
 - 3. Provide a comprehensive listing of all the services you provide.
- D. Evaluation Criterion**
 - a. Team Qualifications**
 - a) Provide a detailed resume of the project manager along with three references.
 - b) Describe the team's experience in multimodal transportation design, innovative intersection design, roundabout design, landscape and streetscape design, environmental analysis, CDOT coordination, environmental clearances, utility coordination, geotechnical, sanitary and stormwater system design, community placemaking, public engagement. Provide examples.
 - c) List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.
 - d) Provide the names and resumes of the key personnel that will be performing the proposed services.
 - e) Briefly discuss similar projects the members on your team have completed in the past five years. This listing should be limited to the five most applicable projects and include the name and contact information of the client, year completed, construction cost, design cost. The City reserves the right to contact the individuals listed as references.
 - f) List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project.

b. Approach to Scope of Work

- a) Describe how the team would work with CDOT on clearances.
- b) Describe how your team facilitates diverse stakeholder engagement.
- c) Describe how the team will handle quality control and how issues would be monitored and resolved.
- d) Describe the methods and timeline of communication with the project manager.
- e) Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.

c. Relevant Project Experience

- a) Provide an example of a project that required environmental clearances that were delivered within the project schedule.
- b) Provide an example of a project with similar scope and constraints.
- c) Provide your experience working on innovative, potentially contentious construction projects.
- d) Provide examples of construction staging with roundabout construction that reduced impacts to businesses.
- e) Provide examples of projects that were delivered on time and on budget with associated CDOT clearances and utility work.

d. Schedule

- a) Provide a specific timeline or schedule for the work. (Spell out mile marks if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Show milestones and completion dates on the schedule.

E. Value of Efforts

- 1. Provide an hourly rate table organized by position classification. The rates shall be considered applicable over the project duration and no escalation will be payable unless the project gets delayed beyond the anticipated completion date.
- 2. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' rates must be shown as separate items. The City will not allow markups on reimbursable expenses.
- 3. This information is not included in the page count and may be submitted as a separate attachment marked confidential, if so desired by the Professional.

F. Qualification Acknowledgement: (Exhibit 1)

Include this form as provided in Exhibit 1.

SECTION VI. EVALUATION AND AWARD

A. Proposal Evaluation

All proposals submitted in response to this RFQ will be evaluated by a committee in accordance with the criteria described below. Total scores will be tabulated, and the highest ranked firm will enter negotiations.

In preparing responses, offerors should describe in detail how they propose to meet the specifications as detailed in the previous sections. Specific factors will be applied to proposal information to assist the City in selecting the most qualified offeror for this contract. Following is the evaluation criteria that will be used. Criteria will be assigned a points value.

1. Team Qualifications- 40 Points
2. Approach to Scope of Work- 25 Points
3. Relevant Project Experience- 25 Points
4. Schedule- 10 Points

B. Determination of Responsibility of the Offeror

The City awards contracts to responsible vendors only. The City reserves the right to make its offeror responsibility determination at any time in this RFQ process and may not make a responsibility determination for every offeror.

The City's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

COOPERATIVE PURCHASING STATEMENT

The City encourages and participates in cooperative purchasing endeavors undertaken by or on behalf of other governmental jurisdictions. To the extent, other governmental jurisdictions are legally able to participate in cooperative purchasing endeavors; the City supports such cooperative activities. Further, it is a specific requirement of this proposal or RFQ that pricing offered herein to the City may be offered by the vendor to any other governmental jurisdiction purchasing the same products. The vendor(s) must deal directly with any governmental agency concerning the placement of purchase orders, contractual disputes, invoicing, and payment. The City shall not be liable for any costs or damages incurred by any other entity.

EXHIBIT 1
QUALIFICATION ACKNOWLEDGEMENT

The offeror hereby acknowledges receipt of addenda numbers _____ through _____.

Falsifying this information is cause to deem your proposal nonresponsive and therefore ineligible for consideration. In addition, falsification of this information is cause to cancel a contract awarded based on one or both of the above preferences.

By signing below, you agree to all terms & conditions in this RFQ, except where expressly described in your cover letter.

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Company Name

Title

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Proposal Valid Until (at least for 90 days)

E-Mail Address

Website Address

Project Manager:

Name (Printed)

Phone Number

Vendor Mailing Address

Fax Number

City, State, Zip

Email Address

EXHIBIT 2
SAMPLE CONTRACT

(incorporated by Reference)

[COG Sample Contract_F22-10-085.doc](#)

EXHIBIT 3: Major Deliverables Matrix

	Scoping Review Meeting (10% design completion)	Field Inspection Review (FIR) (30% design completion) (SEE NOTE 2 ON FINAL PAGE)	60% design completion (SEE NOTE 2 ON FINAL PAGE)	Final Office Review (FOR) (90% design completion)	Final Advertisement Plans, Specs & Estimate (PS&E) (100% design completion)
Milestone Purpose	<ul style="list-style-type: none">Documents the project purpose, type, strategy, phase durations, budget, and recommended ad date.Provides basis to charter project team and develop the PDP.Documents the key project criteria and assumptions.	<ul style="list-style-type: none">Documents design criteria and major design decisions.	<ul style="list-style-type: none">Design of major project elements completed, review for constructability, conformance with standards	<ul style="list-style-type: none">This is intended to be a near-final PS&E review. Items missing from design should be minor and should be documented to reviewers.	<ul style="list-style-type: none">Final PS&E package is ready for advertisementArchive files of all design deliverables
Decisions Frozen and Milestones Completed	<ul style="list-style-type: none">Expected level of effortAuthorized budgetDeliverable listMilestone dates setAssumptions definedDesign criteria/standards set	<ul style="list-style-type: none">Design concept fixedDesign features definedPreliminary type, size and location of all structures determinedFootprint set (90% certainty)Approval to begin ROW acquisition processFunding sources and amounts finalized	<ul style="list-style-type: none">All key project elements and features that drive the project outcome and costs are defined.Type, size and location of key elements and features fixed.	<ul style="list-style-type: none">FIR comments resolved and documented.The deliverables are substantially complete	<ul style="list-style-type: none">The deliverables are complete.FOR comments resolved and documentedPlans and specifications stamped and sealed (after award)Enviro/ROW/Utilities ClearancesApproval to advertise
Responsible Party/Specialty					
Project Manager (City and Consultant, as needed)	<ul style="list-style-type: none">Start TSM&O EvaluationMajor Milestones establishedBoundaries of project identifiedLessons Learned ReviewProject Delivery Selection MatrixProject Delivery Plan, including:<ul style="list-style-type: none">Team identificationRoles & responsibilities establishedBaseline schedule BudgetRisk assessmentCommunication planChange management planQA/QC planEndorsementExecuted IGAs with LA design fundingIdentification of Pedestrian & bicycle needsPreliminary cost estimateDetermination if Value Engineering will be requiredCost Risk Assessment/Cost Estimating Validation ProcessScoping Review Meeting minutes	<ul style="list-style-type: none">Decision documentation on Level 1 TSM&O Evaluation Recommendation(s)Cost estimate updatedDesign Decisions SummaryPrepare and distribute FIR meeting minutesValue Engineering StudyUpdated design scheduleFIR plans and specsFIR meeting minutes	<ul style="list-style-type: none">Update Total Project Cost EstimateConstruction Budget Request Finalized	<ul style="list-style-type: none">Draft decision documentation letter on Level 2 TSM&O Evaluation Recommendation(s)Executed IGAs with LA construction fundingExecuted post-construction maintenance IGAs (e.g., Permanent Water Quality facilities)FOR plans and specsFOR meeting minutesMajor lane closure variances and speed reduction requests pre-approved by region traffic	<ul style="list-style-type: none">Final decision documentation letter on Level 2 TSM&O Evaluation Recommendation(s)

	Scoping Review Meeting (10% design completion)	Field Inspection Review (FIR) (30% design completion) (SEE NOTE 2 ON FINAL PAGE)	60% design completion (SEE NOTE 2 ON FINAL PAGE)	Final Office Review (FOR) (90% design completion)	Final Advertisement Plans, Specs & Estimate (PS&E) (100% design completion)
Roadway Design	<ul style="list-style-type: none"> Project limits identified Affected alignments identified New versus existing alignment determined Lane/shoulder widths determined Design speed defined Design criteria/ parameters approved Preliminary footprint identified Survey and Geotechnical 	<ul style="list-style-type: none"> Typical roadway section(s), identifying station to station roadway geometrics, surfacing type & depth, slope information, guardrail, vertical cut locations, and construction limits (90% confidence in limits of cut/fill and project footprint) Preliminary design exceptions (discuss with FHWA to determine approval likelihood) Mainline and major horizontal & vertical alignments, and superelevations designed Clear Zone Inventory & Evaluation Utility conflicts identified Geometric mitigations, e.g., shoulder widening, incorporated into design Basic traffic control strategies and phasing alternatives 	<ul style="list-style-type: none"> All horizontal & vertical alignments, superelevations, and limits of cut/fill finalized Including sight distance checks for horizontal alignment, vertical alignment and at intersections Updated Design Decision memos Roadside hazard mitigation plan – i.e., barrier length of need, fixed objects, attenuator design, drainage structures ADA requirements 	<ul style="list-style-type: none"> Final geometric plans (alignment, profiles, roadway sections, interchange contours, site preparation, road approach plans, etc.) Final project footprint Summary of approximate quantities Lump sum cost detail FOR level specifications Determine unit prices All project special provisions submitted for review and approval FOR level phasing and detour plans 	<ul style="list-style-type: none"> Final Roadway plans (including phasing and detour) All project special provisions have been approved Final PS&E consolidated
Lighting		<ul style="list-style-type: none"> Decision on design standards, equipment, etc. 	<ul style="list-style-type: none"> Warrant Analysis 	<ul style="list-style-type: none"> FOR level lighting plans and specifications 	<ul style="list-style-type: none"> Final lighting plans and specifications
Environmental	<ul style="list-style-type: none"> Determine type of environmental documentation needed Verify Environmental Documentation and permits needed Agreement on Area of Potential Affect for Section 106 and Action Area for ESA work Wetland areas delineated for survey 	<ul style="list-style-type: none"> Permits needed verified and begin submitting applications Discipline studies, reports, and predecessor information Initial Site Assessment 	<ul style="list-style-type: none"> Permits conditions coordinated with the design team and incorporated into the plans Wetlands Delineation Map Environmental Mitigation Plan CLOMR/LOMR determination 	<ul style="list-style-type: none"> All environmental permit applications submitted All environmental permits approved, verified, and accepted for inclusion into the plans All environmental special provisions approved and included in the FOR plan set 	<ul style="list-style-type: none"> Environmental Commitment list Environmental Clearance All environmental special provisions approved and included in the PS&E plan set
Engineering Estimates & Market Analysis (EEMA)		<ul style="list-style-type: none"> FIR Level Construction Cost Estimate 	<ul style="list-style-type: none"> FOR Level Construction Cost Estimate 	<ul style="list-style-type: none"> Updated Cost estimate 	<ul style="list-style-type: none"> Final Engineer's Estimate
TSM&O Evaluation	<ul style="list-style-type: none"> Draft Level 1 TSM&O Evaluation Draft Traffic Model Level 2 TSM&O Evaluation Request (if applicable) 	<ul style="list-style-type: none"> Semi-final Level 1 TSM&O Evaluation Final Traffic Model (or Traffic Study) 	<ul style="list-style-type: none"> Draft Level 2 TSM&O Evaluation (if applicable) 	<ul style="list-style-type: none"> Semi-final Level 2 TSM&O Evaluation (if applicable) 	<ul style="list-style-type: none"> Final TSM&O Evaluation
	<ul style="list-style-type: none"> Signal type determined 	<ul style="list-style-type: none"> Signal warrant FIR level signal plans 		<ul style="list-style-type: none"> FOR level signal plans and specifications 	<ul style="list-style-type: none"> Final signal plans and specifications

	Scoping Review Meeting (10% design completion)	Field Inspection Review (FIR) (30% design completion) (SEE NOTE 2 ON FINAL PAGE)	60% design completion (SEE NOTE 2 ON FINAL PAGE)	Final Office Review (FOR) (90% design completion)	Final Advertisement Plans, Specs & Estimate (PS&E) (100% design completion)
		<ul style="list-style-type: none"> Conceptual ground and overhead sign plan 		<ul style="list-style-type: none"> Plans and specifications Add signing and striping to FOR phasing/TCP/detour plans 	<ul style="list-style-type: none"> Plans and specifications Add signing and striping to final phasing/TCP/detour plans
	<ul style="list-style-type: none"> Summary of ITS design Documentation of design standards & equipment 			<ul style="list-style-type: none"> FOR level ITS plans and specifications 	<ul style="list-style-type: none"> Final ITS plans and specifications
Right of Way/ Survey	<ul style="list-style-type: none"> Requirements for Right of Way documented Preliminary Right of Way needs identified 	<ul style="list-style-type: none"> Topographic survey (some time before FIR) Right of Way Project Funding Estimate Right of Entry for project investigations Preliminary Ownership Plans 	<ul style="list-style-type: none"> Draft Right of Way plans ROW appraisal reviews and offers ROW acquisition and relocation initiated 	<ul style="list-style-type: none"> Relocation Plan Final Right of Way plans Right of Way negotiations 	<ul style="list-style-type: none"> ROW Clearance
Hydraulics	<ul style="list-style-type: none"> Design criteria identified Drainage Deficiencies identified in accordance with Maintenance and Regional Hydraulics Stormwater Management requirements identified Water quality requirements identified Hydraulic and Water Quality issues identified Storm water Management and Report Requirements and type documented Stormwater Management Strategy endorsed 	<ul style="list-style-type: none"> Type, size & location of drainage facilities determined Draft Hydraulic Report, including: <ul style="list-style-type: none"> Documentation of deficiencies Existing basins and flows Identification of Minimum Requirements Ditch capacities confirmed Semi-final drainage grading (90% confidence) Storm Water Report submitted to region for review and approval Preliminary Stormwater Management Plans (SWMP) and Hydraulic Plans 	<ul style="list-style-type: none"> Hydraulic Report Final drainage grading Final design of WQ ponds/features 	<ul style="list-style-type: none"> Approved Hydraulic Report verified for consistency with plans and specifications FOR level SWMP and Hydraulic Plans 	<ul style="list-style-type: none"> Final SWMP and Hydraulic Plans
Materials/ Geotechnical	<ul style="list-style-type: none"> Scoping Level Pavement Design Report, including: <ul style="list-style-type: none"> Projected Traffic Type/Usage Existing Conditions/Primary Deterioration Project soils investigations defined Onsite field investigation scheduled (schedule and initiate no sooner than 1 year prior to construction) Soils investigation initiated 	<ul style="list-style-type: none"> Borings coordinated with signals, high mast & sign structures, and ITS CCTV poles Preliminary Pavement and Soils Investigation Soils and Geotechnical Report Draft Pavement Design Report Complete assessment and initiation of on-site field testing as required 	<ul style="list-style-type: none"> Final Pavement Design Report 	<ul style="list-style-type: none"> Foundation Design for signals/illumination 	<ul style="list-style-type: none"> Boring logs/Geotechnical Report submitted

	Scoping Review Meeting (10% design completion)	Field Inspection Review (FIR) (30% design completion) (SEE NOTE 2 ON FINAL PAGE)	60% design completion (SEE NOTE 2 ON FINAL PAGE)	Final Office Review (FOR) (90% design completion)	Final Advertisement Plans, Specs & Estimate (PS&E) (100% design completion)
Utilities	<ul style="list-style-type: none">Subsurface Utility Engineering (SUE), Quality Level B (Type, size and horizontal location of virtually all project relevant utilities. Typically 0.5%-1% of design & construction budget.)Request for list of utilities within project limitsRequests for Utilities within the project limits to provide As-BuiltsIdentification of potential utility relocationsDetermination of relocation cost responsibility	<ul style="list-style-type: none">Utility Plan with as-built information (transmitted to Utility Owners)Identification of preliminary Utility conflictsRequest for Relocation plans and schedule from Utility OwnersVerification of Utility property rightsDetermination of relocation cost responsibility	<ul style="list-style-type: none">Utility conflict matrixUtility workplanUtility permits and franchises obtainedFinalize utility agreements (costs responsibility estimate complete)	<ul style="list-style-type: none">Final Utility Specifications (relocation plans and schedules)Letters of Understanding issued to utilities requiring relocationUtility, service, and railroad agreementsUtility relocation and schedule monitored and coordinationConstruction Maintenance Agreement/ Maintenance Consent LetterUtility relocation/reimbursement agreements	<ul style="list-style-type: none">Utility/RR Clearance
Landscape Architect				<ul style="list-style-type: none">FOR level landscaping plans and specifications	<ul style="list-style-type: none">Final landscaping plans and specifications
Project Engineer					<ul style="list-style-type: none">Construction Project Delivery Plan (PDP
Civil Rights Manager				<ul style="list-style-type: none">DBE & OJT Goals	
Public Information	<ul style="list-style-type: none">Develop Public Information Plan	<ul style="list-style-type: none">Comments on draft Public Information Plan		<ul style="list-style-type: none">Comments on final Public Information Plan	

- NOTES:
1. This Matrix shows the major deliverables or work products that are generally complete at various stages of project development.
 2. While 60% is not a formal submittal or review; it is required to perform a status check on design elements and schedule implications.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/14/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER ABC Insurance Company P. O. Box 1234 Anywhere, USA	CONTACT NAME:		
	PHONE (A/C, No, Ext):	FAX (A/C, No):	
	E-MAIL ADDRESS:		
	PRODUCER CUSTOMER ID #:		
INSURED Sample Certificate	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Financial Rating of A		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:							\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> OCCUR							\$
	<input type="checkbox"/> CLAIMS-MADE							\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					E.L. EACH ACCIDENT	\$100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE	\$100,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Greeley is named as Additional Insured on General Liability. Waiver of subrogation is included on Work Compensation. This insurance is primary and noncontributory to insurance policies held by the City.

CERTIFICATE HOLDER

CANCELLATION

City of Greeley
1000 10th St
Greeley, CO 80631-3808

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT 5

Debarment/Suspension Certification Statement

The proposer certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal, State, County, Municipal or any other department or agency thereof. The proposer certifies that it will provide immediate written notice to the City if at any time the proposer learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstance.

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

SECTION 00320

PERFORMANCE BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENTS: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, CO. 80631, a Municipal Corporation, hereinafter referred to as "the Owner" in the penal sum of _____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these present.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the performance of City of Greeley Project,

F22-10-085 - US 34/WCR 17 INTERSECTION IMPROVEMENTS DESIGN SERVICES

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions and agreements of said Contract Agreement during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without Notice to the Surety and during the life of the guaranty period, and if he shall satisfy all claims and demands incurred under such Contract Agreement, and shall fully indemnify and save harmless the Owner from all cost and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, and then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claims may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____	By: _____
_____	_____
_____	_____
(Corporate Seal)	(Address)

IN PRESENCE OF:

OTHER PARTNERS

_____	By: _____
_____	By: _____
	By: _____

IN PRESENCE OF:

SURETY

_____	By: _____
(Attorney-in-Fact)	
_____	_____
_____	_____
(SURETY SEAL)	(Address)

NOTE: Date of Bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.

SECTION 00330

PAYMENT BOND

Bond No. _____

KNOWN ALL MEN BY THESE PRESENT: that

(Firm) _____

(Address) _____

(an Individual), (a Partnership), (a Corporation), hereinafter referred to as "the Principal", and

(Firm) _____

(Address) _____

hereinafter referred to as "the Surety", are held and firmly bound unto the CITY OF GREELEY, 1000 10th Street, Greeley, Co. 80631, a Municipal Corporation, hereinafter referred to as "the Owner", in the penal sum of

_____ in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that whereas the Principal entered into a certain Contract Agreement with the Owner, dated the _____ day of _____, 20_____, a copy of which is hereto attached and made a part hereof for the performance of

F22-10-085 - US 34/WCR 17 INTERSECTION IMPROVEMENTS DESIGN SERVICES

NOW, THEREFORE, if the Principal shall make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such Contract Agreement, and any equipment and tools, consumed, rented or used in connection with the construction of such work and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond; and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Agreement or to the work or to the specifications.

IN WITNESS WHEREOF, this instrument is executed this _____ day of _____, 20____.

PROVIDED, FURTHER, that no final settlement between the Owner and Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN PRESENCE OF:

PRINCIPAL

_____ By: _____

(Corporate Seal)

(Address)

IN PRESENCE OF:

OTHER PARTNERS

_____ By: _____

_____ By: _____

_____ By: _____

IN PRESENCE OF:

SURETY

_____ By: _____

(Attorney-in-Fact)

(SURETY SEAL)

(Address)

NOTE: Date of bond must not be prior to date of Contract Agreement. If Contractor is Partnership, all partners should execute Bond.

IMPORTANT: Surety Company must be authorized to transact business in the State of Colorado and be acceptable to the Owner.