

Non-Construction



**CITY OF GREELEY
Purchasing**

**Request for Proposal
RFP #FD20-03-054**

Centennial Park Improvements

for

Public Works / Engineering

REQUEST FOR PROPOSALS (RFP)
RFP #FD20-03-054

Procurement Contact: Doug Clapp
Email Address: Doug.clapp@greeleygov.com
Telephone Number: 970-350-9792

Proposals must be received no later than:

May 1, 2018, before 2:00 p.m. local time

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

The City only accepts proposals in hard copy format and does NOT accept proposals submitted via fax or email. Proposals are to be submitted in a sealed package with the following on the outside of the envelope:

Company Name
RFP Title: Centennial Park Improvements
RFP Number: FD20-03-054
Due Date and Time: 5/1/2020 before 2:00pm

Package must include:

- 3 Hard Copies and One (1) complete copy of Proposal on a flash drive

Deliver proposals to:

City of Greeley
Public Works
1001 9th Ave
Greeley, Colorado 80631

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	3/19/2020
Pre-Proposal Meeting	4/14/2020 - 10:00 am
Question Deadline	4/20/2020 – 3:00 pm
Final Addendum Issued	Before 4/24/2020
Proposal Due Date and Time	5/1/2020 before 2:00 pm
Interviews (tentative)	5/11/2020
Notice of Award (tentative)	5/18/2020

** In the event the City is still closed on April 14th due to the corona virus, the Pre-Proposal meeting shall be held by conference call. In this instance, the call number for the conference call will be issued by addendum no later then April 12, 2020 at 3:00pm. **

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EXHIBITS

Exhibit	Title
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance Sample
4	Debarment Form

"Public Viewing Copy: The City is a governmental entity subject to the Colorado Open Records Act, C.R.S. §§ 24-72-200.1 et seq. ("CORA"). Any proposals submitted hereunder are subject to public disclosure by the City pursuant to CORA and City ordinances. Vendors may submit one (1) additional complete proposal clearly marked "FOR PUBLIC VIEWING." In this version of the proposal, the Vendor may redact text and/or data that it deems confidential or proprietary pursuant to CORA. Such statement does not necessarily exempt such documentation from public disclosure if required by CORA, by order of a court of appropriate jurisdiction, or other applicable law. Generally, under CORA trade secrets, confidential commercial and financial data information is not required to be disclosed by the City. Proposals may not be marked "Confidential" or 'Proprietary' in their entirety. All provisions of any contract resulting from this request for proposal will be public information."

SECTION I. BACKGROUND, OVERVIEW, AND GOALS

A. Background

The project is located on the North West corner of 23rd Ave and Reservoir Rd, generally bounded on the east by 23rd Ave, the south by Reservoir Rd, the west by the City of Greeley water reservoir, and the north by residential housing. See below for a more comprehensive map/location of the project as well as the City's conceptual master plan for the area.

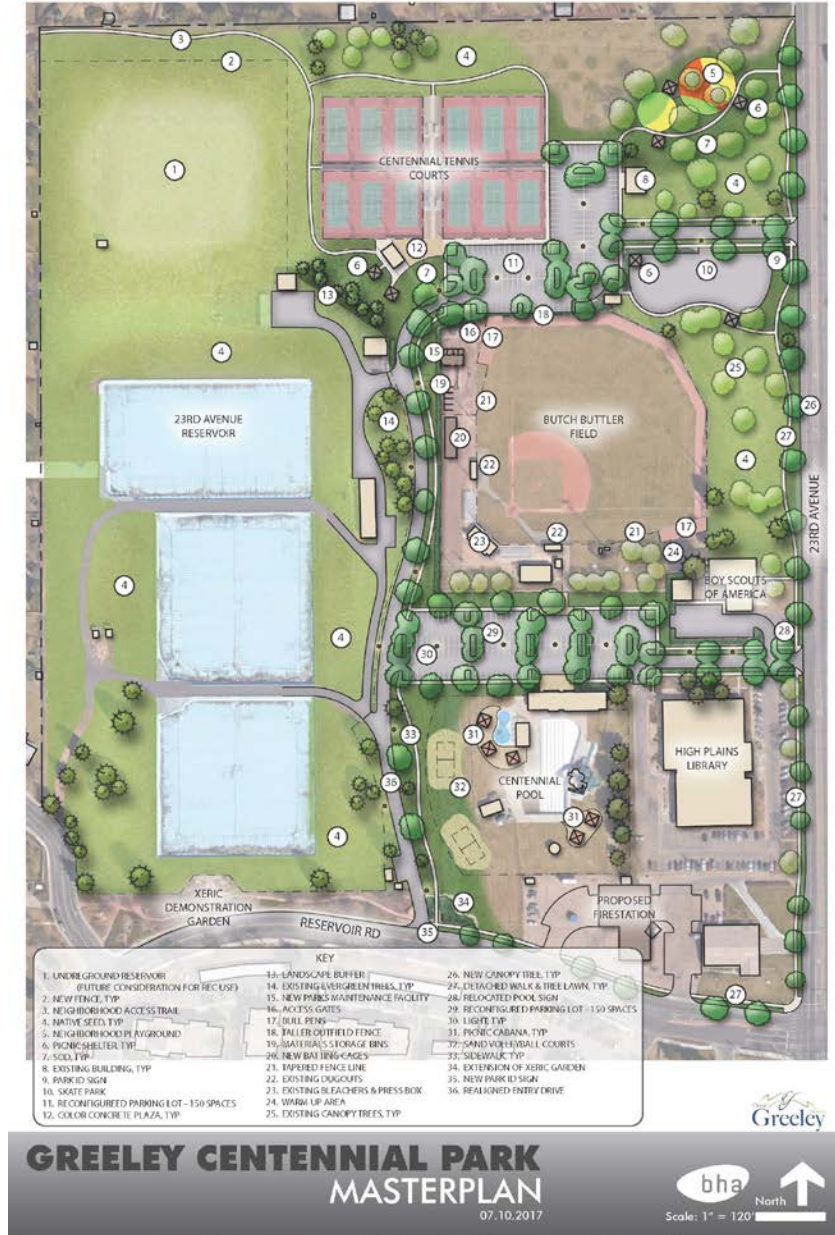


Figure 1 – Project Location and Master Plan

Centennial Park is one of the oldest and most used parks in the City of Greeley and is in need of planning and construction updates. In 2017 the City created a conceptual master plan for ultimate improvements to the area. Some items from the master plan have been executed. This phase of the improvement project shall finalize the remaining planning effort, considering the previous executed improvements, and create an engineering document set for ultimate construction of the entire area.

B. Overview

This work shall provide planning and design for approximately 28 acres of park area. Basic tasks shall include survey, site planning and layout, and engineering designs. The total construction project budget is \approx \$3.5M.

C. Goals

The goal of this project is to provide a full engineering improvement package for the entirety of Centennial Park, in conjunction with the previous 2017 park master plan. The planning and engineering improvement package shall consider the following, among other items:

- Water Reservoir
 - Security;
 - Delivery truck turning movements;
- Storm Water and Drainage conditions;
- Overall space assessment and site layout;
 - Pedestrian walking paths and patterns;
 - Shade and picnic areas
 - Playground area including equipment planning and recommendations;
 - Parking Lots
 - Possible expansion in parking spaces;
 - Connectivity between parking lots;
 - Lighting upgrades;
 - Access and Traffic Patterns both within and into the park area;
 - Fire Access
- Vegetation
 - Grass and tree recommendations;
 - Vegetation placement;
 - Retention of mature trees / vegetation;
- Onsite existing utilities
 - Many underground water transmission lines in the project area;
 - Undergrounding and 'cleaning up' above ground private and public utilities;
- Irrigation System
 - Completely new system;
 - Possible use of non-potable water

Recent improvements to Centennial Park need to be considered and include, among other items:

- Butch Butler Garage;
- Various Restroom Upgrades;
- 23rd Ave Turn Lane Plans;
- Fire Station 2 Construction;
- Skate Park; and
- Library Parking Lot Expansion

SECTION II. STATEMENT OF WORK

The scope of services shall be divided into ten major components:

- General Project Coordination and Management;

- Survey Mapping;
- Conceptual Master Plan;
- 30% Design Documents;
- 50% Design Documents;
- 75% Design Documents;
- 95% Design Documents;
- Contractor Bidding;
- Issue for Construction Documents; and
- Construction Administration

The City expects Project Coordination shall be done throughout the life of the project, with construction proposal support expected to be minimal, but as required on an as-needed basis.

Part 1 - General Project Coordination and Management

General Project Coordination and Management shall include but is not limited to:

- Project Preparation and Setup;
- General Data Gathering, Field Investigations, and Documentation;
- Correspondence;
- Management and Administration;
- Coordination with Various Agencies;
- Meetings;
 - Pre-Design Meeting and Site Walk;
 - Design Workshop (to support the Conceptual Design);
 - Progress Meetings (3 total; at 30%, 50% and 75%); and
 - Bi-Weekly Project Management meetings;
 - All meetings shall be held at City of Greeley facilities (if applicable)
- Monthly Progress Reports. The consultant shall submit monthly written progress reports with the pay applications documenting the current project status, changes, design challenges, budgeting, and other relevant information in order to track the progress of the project; and
- Consultant Quality Assurance. Prior to each submittal, the consultant shall perform a QA/QC process which shall involve an internal review as established by the consultant. This review shall seek to provide comments and edits before delivery to the City.

Overhead costs such as printing, travel and other direct cost expenditures shall be considered incidental to the project unless included in a specific task as a Lump Sum pay item.

While General Project Coordination and Management shall be included as a task within the proposed cost, no deliverables (other than progress reports and meeting minutes) are associated with this task.

Part 2 - Survey Mapping

Survey Mapping shall include:

- Topographic Survey. The consultant, using organic staff or sub-consultants shall prepare a topographic survey base map of the entire project area. Base map is to include at a minimum ROW's, property lines, easements and ownerships as well as all salient and underground physical features, topography, drainage and storm features, utility features (including invert

information), all 2" plus caliber trees with both location and type of tree, among other items. The survey shall be of such accuracy to support engineering design work.

The topographic survey shall generally include 30 acres from the centerline of 23rd Ave to the east, centerline of Reservoir Rd to the south, the residential houses to the north, and the water reservoir to the west. It is not anticipated that the actual reservoir shall need to be surveyed as the project shall not affect this area, however the consultant shall include, as part of their proposal, surveying consideration of specific corridors through the water reservoir area. Specifically the raw water source runs along the western edge of the reservoir property and shall need surveyed as well as improvements on the extreme northern edge of the property indicated as #3 in the 2017 Master Plan (Figure 1).

While Survey Mapping shall be included as a task within the proposed cost, no formal deliverables are associated with this task. The final electronic survey shall be supplied to the City for reference purposes only.

Part 3 – Conceptual Master Plan

After review of relevant project documentation and prior to beginning the Conceptual Master Plan, a design workshop shall be held, in order for the City to communicate the needs of the project to the design team. The design workshop shall be up to 4 hours in length and shall be held within the City of Greeley facilities.

The Conceptual Master Plan shall include but is not limited to:

- Review of Documentation. The consultant shall review documents from the previous master plan, engineering designs, and other relevant documents;
 - 2017 Centennial Park Master Plan;
 - 2020 Merrick Water Reservoir Security and Safety Assessment;
 - 2019 AVI 23rd Ave Turn Lane Designs for the Boy Scout Building and 23rd and Reservoir Improvements; and
 - Fire Station #2 Construction Documents.
- Traffic Pattern Analysis. A traffic pattern analysis of the project area shall be undertaken to support the traffic flow recommendations for the project;
- Utility Analysis. An analysis of ultimate utility needs and layouts for the project shall be included;
- Drainage Analysis. A general drainage analysis shall be created to review the site drainage and storm sewer needs.
- Phasing. A phasing plan shall be created to minimize the impact to the park operations.
- Overall Space Assessment and Site Layout. An updated site layout shall be produced that reflects the City's current goals for the project.
- Conceptual Master Plan Report. A report outlining the revised master plan of Centennial Park shall be authored. The intent of this master plan report is to support decisions for the design documents in compliance with the various City of Greeley plans. The report shall contain relevant data as gathered above as well as conceptual costing, maps, plans, phasing, and proposed construction of Centennial Park considering the city's budget and short and long-term needs. The conceptual budget shall be broken down by tasks in such a manner that, in the event that not all the park improvements can be conducted within the current budget constraints, the budget supports the decision process prioritization of what improvements can be conducted during this phase of the project.

- Design Workshop. The consultant shall lead a design workshop to finalize the scope of the project. The design workshop may be up to 4 hours in length.

The information developed in the Conceptual Master Plan and design workshop shall be used to define the scope of the final improvement project within the budget constraints of the project. Items that are deemed to be included within the project shall be advanced to final design while items to be excluded from the project shall be considered in the final design in layout / conceptual form only. The total project budget is \approx \$3.5M and cannot be exceeded. The design consultant shall work with the City to prioritize the needs of the project to create a design document package that is within the construction budget for the project.

Design Documents

The consultant shall supply design documents to be released in packages of increasing clarity and definition to support project decisions and ultimately contractor bidding for construction purposes. The design documents shall include full development of Centennial Park items that were included in the project from the Conceptual Master Plan.

Part 4 – 30% Design Documents

The consultant shall supply 30% design documents with the intent of defining the scope of the project.

The 30% Design Documents shall include but is not limited to:

- 30% Design Development Review Set. The consultant shall create a 30% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 30% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, storm water management, plan and profiles, cross sections, signage and striping, typical details, erosion control plan and more.
- Quantity and Opinion of Cost. Consultant shall provide a preliminary quantity take off and opinion of probable cost.
- Constructability Review. The consultant shall perform a constructability review of the 30% design to identify risk of special areas of interest. Results of the constructability review shall be documented in a formal memo style report and issued with the 30% set. Design optimizations and Value Engineering shall be incorporated into the 50% DD set.
- Drainage Report. The consultant shall create a preliminary drainage report to support storm water design for the project.
- QA/QC. The consultant shall perform QA/QC on the 30% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 30% DD deliverable package.

A progress meeting

The City and design consultant shall use the 30% DD's and Opinion of Cost to finalize the scope of the project and identify specific engineering concerns. Changes in the scope of the project and value engineering of the project shall be included after the 30% DD Progress Meeting.

Part 5 – 50% Design Documents

The consultant shall supply 50% design documents with the intent of adding clarity and finalizing the scope of the project. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project.

The 50% Design Documents shall include but is not limited to:

- 50% Design Development Review Set. The consultant shall create a 50% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 50% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, storm water management, plan and profiles, cross sections, signage and striping, phasing, typical details, erosion control plan and more. The 50% DD set shall include details, cross sections, and all other design items required to construct the project in full.
- Quantity and Opinion of Cost. Consultant shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 25\%$.
- Constructability Review. The consultant shall perform a constructability review of the 50% design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the 50% set. Design optimizations and Value Engineering shall be incorporated into the 75% DD set.
- Specifications. The consultant shall develop specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall create special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall refine the drainage report to supplement the drainage design of the project. The consultant shall submit the 50% drainage report to the City of Greeley for formal initial review. Responses to all comments made by the City of Greeley shall be tabulated and included with the 75% drainage report submittal.
- QA/QC. The consultant shall perform QA/QC on the 50% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 50% DD deliverable package.
- City Submittal. The consultant shall submit the 50% DD set to the City of Greeley for preliminary review.

Part 6 – 75% Design Documents

The consultant shall supply 75% design documents with the intent of adding clarity and refining the engineering detail of the project. Documentation supporting the design drawings shall be created including special provisions, specifications, and any other written document necessary to fully construct the project.

The 75% Design Documents shall include but is not limited to:

- 75% Design Development Review Set. The consultant shall create a 75% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 75% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, stormwater management, plan and profiles, cross sections, signage and striping, phasing, typical details, erosion control plan and more. The 75%

DD set shall include details, cross sections, and all other design items required to construct the project in full.

- Quantity and Opinion of Cost. Consultant shall provide a refined quantity take off and opinion of probable cost to an accuracy of $\pm 15\%$.
- Constructability Review. The consultant shall perform a constructability review of the 75% design to identify the risk of special areas of interest. Results of the constructability review shall be documented in a formal report and issued with the 75% set. Design optimizations and Value Engineering shall be incorporated into the 95% DD set.
- Specifications. The consultant shall refine the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall refine the special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall refine the drainage report to supplement the drainage design of the project. The consultant shall submit the 75% drainage report to the City of Greeley for formal initial review. Responses to all comments made by the City of Greeley shall be tabulated and included with the 95% drainage report submittal.
- QA/QC. The consultant shall perform QA/QC on the 75% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 75% DD deliverable package.
- City Submittal. The consultant shall submit the 75% DD set to the City of Greeley for preliminary review. Based on the City's comments the consultant may be required, at the City's discretion, to revise the 75% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.

Part 7 – 95% (Issue for Bidding) Design Documents

The consultant shall supply 95% design documents with the intent of finalizing the design and details of the project. All 95% design documents shall be used for contractor bidding on the project and shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.

The 95% Design Documents shall include but not be limited to:

- 95% Design Development Review Set. The consultant shall create a 95% design development review set per City of Greeley Standards as outlined in the Design Criteria and Constructions Specifications. This 95% DD set shall include but may not be limited to general notes, grading, demolition, geometric design, drainage, storm water management, plan and profiles, cross sections, signage and striping, phasing, typical details, erosion control plan and more. The 95% DD set shall include details, cross sections, and all other design items required to construct the project in full. The consultant shall submit the entire 95% DD set to the City of Greeley for final review. The final City of Greeley review shall include at a minimum review by Engineering Development Review, Water and Sewer, Public Works, Storm Water, Parks and other relevant city departments. Based on the City's comments the consultant shall revise the 95% DD set and resubmit the set with a tabulated list of the city's comments and how each comment was addressed.
- Quantity and Opinion of Cost. Consultant shall provide a final quantity take off and opinion of probable cost to an accuracy, including a project contingency of 5%.

- Final Constructability Review. The consultant shall perform a constructability review of the 95% design to identify risk or special areas of interest. Depending on the magnitude of the risks and special areas of interest from the final constructability review the City may require, at their discretion, the resubmittal of the 95% DD set with the risk or special areas of interest revised accordingly. The consultant shall supply resubmittals of the 95% DD set at no cost to the City.
- Specifications. The consultant shall finalize the specifications to support the design drawings. The specifications shall include materials, testing procedures, testing frequency, workmanship requirements, codes, procedures and any other item required to fully construct the project.
- Special Provisions. The consultant shall finalize the special provisions for the project as required to support the design drawings. The special provisions shall include any information required for the contractor to fully construct the project that is not listed elsewhere in the design documents. The special provisions shall include basis of payments, unit of measurements, required permits, specifications associated with each pay item, and definition of any other special consideration for the contractor to fully construct the project.
- Drainage Report. The consultant shall finalize the drainage report to supplement the drainage design of the project. The drainage report may require special approval as required by the City. The drainage report shall be sealed and stamped by a Professional Engineer licensed in the State of Colorado.
- QA/QC. The consultant shall perform QA/QC on the 95% DD set. The QA/QC reviewed set shall be supplied to the City as part of the 95% DD deliverable package.
- Final 95% Sealed and Stamped Set. The consultant shall supply an approved set of design documents that have been 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 of Greeley. All disciplines shall stamp their respective pages within the design package accordingly.

Part 8 Contractor Bidding

The consultant shall assist in the contractor bidding phase 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 consultant shall correct these design deficiencies in a timely manner at no cost to the City. Included in this task the consultant shall create the contractor bidding package in full. The consultant shall create all documents and forms required for the bidding of the project including among other documents:

- Request for Proposal or Invitation for Bid documents as appropriate;
- Special Provisions;
- Contractor Bid Tab (PDF and Excel Version); and
- Instructions to Bidders.

The consultant will additionally support the bidding phase of the project by answering contractor RFI's during the bidding phase.

- Contractor RFI. The consultant shall assist the City in answering contractor RFI's during the construction bidding phase of the project. This task shall include the consultant attending the proposal pre-bid meeting for the project. This task shall be assumed as 40 hours.

Part 9 Issued for Construction Documents

The consultant shall supply IFC documents 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 consultant 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 100 hours.
- Final IFC Sealed and Stamped Set. The consultant shall issue the Issue for Construction 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 must be sealed and stamped by a Professional Engineer licensed in the State of Colorado. Issuance of the IFC drawings shall be a lump sum task. This set shall include electronic and paper copies as required by the City of Greeley.

Part 10 Construction Administration Services

It is the intent of this Request for Proposal that the consultant shall be retained for the full duration of the construction of the project. For purposes of this Request for Proposal the construction schedule shall be assumed as 180 calendar days to occur in 2021. Construction Services shall generally include:

- Project Management and Coordination
- Construction Administration:
 - Contractor Request for Information;
 - 50 RFI's at 2 hours each
 - Submittal Review
 - 50 Submittals at 2 hours each
 - Minor Design Changes
 - 50 Hours total
 - Attendance at weekly construction meetings
 - 2 People in attendance (1 hour meeting)
 - Project kickoff meeting of 2 hours
 - Minutes prepared by others
- Construction Inspection
 - Prepare daily construction observation, collect material tickets, document changes or corrections, record measurements and create daily field reports
 - Attend substantial completion walk through
 - Prepare the punch list
 - Attend the final project walk through
 - On site items such as construction trailer shall be included in the contractors scope of work for the project
- Final summary report stating if the project was built in conformance with the plans and documenting non-conforming items as necessary

As built documentation, survey, and Quality Assurance shall be supplied by the construction contractor or City and is excluded from this Request for Proposal.

Part 11 Schedule of Services

The consultant shall provide a detailed schedule of services based on the scope as identified above. All major deliverables shall be included.

Part 12 Hours and Fees

The design consultant shall submit a cost estimate for performing the scope of work based on a Time and Materials basis. The consultant shall include hours and fees for each task represented as well as hourly rate tables for anticipated staff that shall be working on the project.

Fees shall not be allowed to be transferred between tasks unless authorized by the Cities Project Manager. Hours may not be transferred between the consultant and / or sub-consultant tasks unless authorized by the Cities Project Manager. All fees shall be considered Not to Exceed unless specifically identified in the proposal as Lump Sum. A rate schedule of the consultant's labor rates shall be submitted with the consultant's proposal. Pay applications shall be accompanied by backup of hours worked by person based on the supplied rate schedule for each task.

Part 13 Period of Award

The completion date of providing the required product and services shall be no later than March 15th, 2021 considering the following preliminary schedule:

- Notice to Proceed – 5/20/2020
- Conceptual Master Plan – 7/15/2020
- 30% Design – 9/1/2020
- 50% Design – 10/15/2020
- 75% Design – 12/1/2020
- 95% Design – 1/1/2021
- Contractor Bidding – 1/14/2021 through 3/1/2021
- IFC Documentation – 3/15/2021

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 shall 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.

Part 14 Minimum Mandatory Qualifications of Offeror

Employ the services of a team of currently licensed engineers, landscape architects and support personnel with at least 3 similar completed projects in the past 10 years. Project manager with 3 similar projects in last 10 years. Previous experience with the City of Greeley is advantageous.

SECTION III. ADMINISTRATIVE INFORMATION

A. Issuing Office:

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

B. Official Means of Communication:

All official communication from the City to offerors shall be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System (www.rockymountainbidsystem.com). The Purchasing Contact shall post notices that shall 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. Questions:

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

E-Mail: doug.clapp@greeleygov.com
Subject Line: **RFP #FD20-03-054**

Response to offerors' questions shall 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 RFP.

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

H. Acceptance of RFP Terms:

A proposal submitted in response to this RFP 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 RFP 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 RFP 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 RFP.

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.

1. 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 shall be confidential until a contract is awarded and fully executed. At that time, all proposals and documents pertaining to the proposals shall 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 shall 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 shall be considered confidential/proprietary.** Questions regarding the application of this procedure must be directed to the Purchasing Contact listed in this RFP.

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. RFP Cancellation:

The City reserves the right to cancel this RFP 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 shall use to contract for the services specified in this RFP 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. RFP Response/Material Ownership:

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

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 of Greeley 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 of Greeley 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 RFP 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 prices 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 prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and shall 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 shall 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 shall 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 shall 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 shall not participate, in any action contrary to (1.a) through (1.c) above.
2. A proposal shall 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 shall 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.
3. 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 of Greeley is exempt from all federal excise taxes and all Colorado State and local government sales and use taxes. Where applicable, contractor shall 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 of Greeley 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 shall 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 Contractor or Consultant 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 of Greeley 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 RFP. 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.

Offerors shall submit in a sealed package:

- 3 Hard Copies and One (1) complete copy of Proposal on a flash drive

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. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

Late proposals shall 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.

The outside of the package shall include the following information:

- Company Name
- RFP Number
- RFP Title
- 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 RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax 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 shall contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, 14. Failure to meet or exceed these requirements shall disqualify your response.
- D. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
 2. Identify the year in which your company was established and began providing consulting services.
 3. Describe any pending plans to sell or merge your company.
 4. Provide a comprehensive listing of all the services you provide.
- E. Evaluation of Proposal**
- Evaluation Criterion #1 - e.g., Company and Personnel Qualifications**
1. Describe your customer service philosophy.
 2. Provide information from at least three accounts of similar scope. Include, at a minimum, the following information: 1) company name, 2) contact name, 3) phone number, 4) fax number, 5) email address, 6) brief description of project scope and value, 7) status of project. The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.
 3. 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.
 4. Provide the names and resumes of the key personnel that shall be performing the proposed services, including the primary project manager.
 5. 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 shall be working on the project.

6. Provide a specific timeline or schedule for the work. Show milestones and completion dates on the schedule.
7. Describe the methods and timeline of communication your firm shall use with the City's project manager, other involved City staff, and other interested parties.

Evaluation Criterion #2 – e.g., Approach to Scope of Work

1. Describe any project approaches or ideas that you would apply to this project and that you feel would enhance the quality of your services.
2. Describe how the team shall handle quality control, specifically how design issues would be monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with subcontractors.

Evaluation Criterion #3 - e.g., Value/Cost of Efforts

1. Provide a cost for the consulting services and products broken down per task phase and general task/research listed under the *Scope of Services*, above. Show a breakdown of all reimbursable expenses required to complete the work. If applicable, the subcontractors' costs must be shown as separate items. Also, provide hourly rates for your firm and all subcontractors. These rates shall be considered valid throughout the project.

F. Proposal 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 RFP shall be evaluated by a committee in accordance with the criteria described below. Total scores shall be tabulated, and the highest ranked firm shall enter into negotiations.

If the City requests presentations by short-listed offerors, committee members may revise their initial scores based upon additional information and clarification received in this phase. [Please note that presentations have been tentatively scheduled per the Schedule of Events on the first page of this RFP.](#) If your company is invited to give a presentation to the committee, these dates may not be flexible. Interviews shall be an optional portion of this RFP at the discretion of the project manager.

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

1. Company and Personnel Qualifications – 35 points total
 - Firm related project experience, 15 points out of 35 points
 - Results of previous projects, 10 points out of 35 points
 - Qualifications of assigned personnel, 10 points out of 35 points
2. Approach to Scope of Work – 45 points total
 - Project and budget management program, 5 points out of 45 points

- Firms quality assurance and quality control program, 10 points out of 45 points
 - Understanding of project requirements and project approach/proposal, 15 points out of 45 points
 - Familiarity with local area and project, 5 points out of 45 points
 - Proposed project schedule, must demonstrate firm's ability to meet schedule, 10 points out of 45 points
3. Value/Cost Effort – 20 points total
- Estimate of design fees, 20 points. This estimate shall be refined into a final fee proposal during the negotiation process with the successful firm.

A presentation and/or demonstration may be requested by short-listed offerors prior to award. However, a presentation/demonstration may not be required, and therefore, complete information should be submitted with your proposal.

B. Determination of Responsibility of the Offeror

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

The City of Greeley'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 shall 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.

**EXHIBIT 1
PROPOSAL 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 RFP, 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
CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES
BID TITLE AND NUMBER

This Contract is made as of _____, by and between the City of Greeley, Greeley, Colorado, hereinafter referred to as the CITY, and **Vendor Name** authorized to do business in the State of Colorado, hereinafter referred to as the CONSULTANT, whose address is **Vendor Address**.

In consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 - SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of **Summary of Services Providing**.

More specifically, the scope of services is attached. The services of the CONSULTANT shall be under the direction of the Project Manager who has been designated by the Director of **Name of Department** to act as the CITY'S representative during the performance of this Contract.

ARTICLE 2 - SCHEDULE

The CONSULTANT shall commence services upon execution of the Contract and complete all services on or before **Completion Date**, in conjunction with the attached schedule.

ARTICLE 3 - PAYMENTS TO CONSULTANT

A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, based on sum not to exceed **Bid Amount**, which includes all direct charges, indirect charges, and reimbursable expenses stated in the attached document. The CONSULTANT shall bill the CITY on a monthly basis or as otherwise provided for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the sum of billable time (including overhead and profit) for labor hours expended plus any other allowable costs and expenses for services stated in the attached document. The CONSULTANT shall track expenditures and inform the CITY of any possible cost overrun prior to completing work that would overrun the maximum contract sum. The CITY may choose to increase the budget for the work using a mutually acceptable contract amendment or it may choose not to increase the budget and terminate the work accordingly.

B. Invoices received from the CONSULTANT pursuant to this Contract shall be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then shall be sent to the Finance Department for payment.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this contract are accurate, complete, and current as of the date of this Contract.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete, or non-current wage rates or due to inaccurate representations of fees paid to outside consultants. The CITY shall exercise its rights under this "Certificate" within one (1) year following final payment.

ARTICLE 5 - TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT. Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY the CONSULTANT shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

The CONSULTANT shall be paid for services actually rendered to the date of termination.

ARTICLE 6 - PERSONNEL

The CONSULTANT represents that it has, or shall, secure at its own expense all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereinunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT'S key personnel, as may be listed in the proposal for the work, must be made known to the CITY'S representative and written approval granted by the CITY before said changes or substitutions can become effective.

The CONSULTANT declares that all services shall be performed by skilled and competent personnel to the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

ARTICLE 7 – SUB-CONSULTANT

The CITY reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultants in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the CITY.

ARTICLE 8 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Colorado State Sales and Use Taxes. The CITY shall sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to

their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY'S tax exemption number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 9 - AVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract may be cancelled and the CITY shall reimburse the CONSULTANT for expenses incurred during the contract period.

ARTICLE 10 - INSURANCE

A. The CONSULTANT shall not commence work under this Agreement until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Colorado. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without ten (10) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

C. The CONSULTANT shall maintain, during the life of this Contract, professional liability insurance (errors and omissions) in the amount of \$1,000,000 per occurrence to protect the CONSULTANT of claims for damages for negligent acts, errors or omissions in the performance of professional services under this Contract, whether such acts, errors or omissions be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.

D. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the amounts of \$1,000,000 combined single limit bodily injury and \$50,000 property damage to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations by the CONSULTANT or by any directly or indirectly employed by the CONSULTANT.

E. The CONSULTANT shall maintain, during the life of this Contract, adequate Workmen's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by law for all of its employees performing work for the CITY pursuant to this Contract.

F. All insurance, other than Workmen's Compensation and Professional Liability, is to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 11 - INDEMNIFICATION

The CONSULTANT shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the CONSULTANT, its agents, servants, or employees in the performance of services under this Contract.

ARTICLE 12 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey, or transfer its interest on this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 13 - REMEDIES

This Contract shall be governed by the laws of the State of Colorado. Any and all legal action necessary to enforce the Contract shall be held in Weld County and the contract shall be interpreted according to the laws of Colorado. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 14 - COLORADO LAW

The Colorado Law shall prevail as the basis for contractual obligations between the CONSULTANT and the CITY for any terms and conditions not specifically stated in this Contract.

ARTICLE 15 - CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Colorado Statutes and ordinances of the City of Greeley. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONSULTANT. The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option, enter into said association, of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 16 - EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONSULTANT'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the CITY'S omissive and commissive failures; natural or public

health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONSULTANT'S sub-consultant(s) to perform or make progress, and if such failure arises out of causes reasonably beyond the control of the CONSULTANT and its sub-consultant(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONSULTANT'S failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 17 - ARREARS

The CONSULTANT shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 18 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense shall be kept confidential by the CONSULTANT and shall not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased, under this Contract or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY. The CITY shall indemnify and hold CONSULTANT harmless for any claim or liability arising from any use or reuse of the documents for any purpose other than the project and scope of work for which they were prepared.

ARTICLE 19 – INDEPENDENT CONSULTANT RELATIONSHIP

The CONSULTANT is, and shall be. On the performance of all work services and activities under this Contract, as Independent Consultant, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT'S relationship and the relationship of its employees to the CITY shall be that of an independent CONSULTANT and not as employees or agents of the CITY.

The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement, or representation other than specifically provided for in this agreement.

ARTICLE 20 - CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 21 - ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY'S cost, upon five (5) days written notice.

ARTICLE 22 - NONDISCRIMINATION

The CONSULTANT declares and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age, or national origin.

ARTICLE 23 - SURVIVAL

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 24 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms, and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs, and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs, and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 - AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and declares that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times conduct its business activities in a reputable manner.

ARTICLE 27 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 - AMENDMENTS AND MODIFICATION

No amendment and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY'S notification of a contemplated change, the

CONSULTANT shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Contract Amendment or Change Order and the CONSULTANT shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 29 - COMPLIANCE WITH C.R.S. § 8-17.5-101

- A. By signing this Agreement, the CONSULTANT certifies that at the time of the Certification, it does not knowingly employ or contract with any Illegal alien who shall perform work under this Contract.
- B. By signing this Agreement, the CONSULTANT certifies that it shall not knowingly employ or contract with any illegal aliens to perform work under this contract; nor enter into a contract with any sub-consultant that knowingly employs or contracts with an illegal alien to perform work under this contract.
- C. CONSULTANT has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify program or the Colorado Department of Labor and Employment Program.
- D. The CONSULTANT is prohibited from using the E-Verify program or the Department of Labor and Employment Program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed.
- E. By signing this agreement the CONSULTANT affirmatively acknowledges that if the consultant obtains actual knowledge that a sub-consultant performing work under the public contract for services knowingly employs or contracts with an illegal alien, the consultant shall be required to:
 - (i) notify the sub-consultant and the contracting state agency or political subdivision within three days that the consultant has actual knowledge that the sub-consultant is employing or contracting with an illegal alien; and
 - (ii) terminate the subcontract with the sub-consultant if within three days of receiving the notice required pursuant to sub-subparagraph (i) of this subparagraph the sub-consultant does not stop employing or contracting with the illegal alien; except that the consultant shall not terminate the contract with the sub-consultant if during such three days the sub-consultant provides information to establish that the sub-consultant has not knowingly employed or contracted with an illegal alien.
- F. The CONSULTANT shall comply with all reasonable requests made in the course of an investigation by the Colorado Department of Labor and Employment.
- G. The CONSULTANT shall, within twenty days after hiring an employee who is newly hired for employment to perform work under this contract, affirm that the CONSULTANT has examined the legal work status of such employee, retained file copies of the Documents required by 8 U.S.C. § 1324(a) , and not altered or falsified the identification documents for such employees. The CONSULTANT shall provide a written notarized copy of the affirmation to the CITY.

- H. If CONSULTANT violates any provision of this Contract pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the CITY may terminate this Contract. If this Contract is so terminated, CONSULTANT shall be liable for actual and consequential damages to the CITY arising out of Consultant's violation of Subsection 8-17.5-102, C.R.S.
- I. By signing this Agreement, the CONSULTANT certifies that it shall in all respects comply with the provisions of C.R.S. § 8-17.5-101, et seq.

ARTICLE 30 – ELECTRONIC SIGNATURES

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.

ARTICLE 31 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Greeley
Project Representative Information
Greeley, CO 80631
Ph: 970-
Fax: 970-
Email:

and if sent to the CONSULTANT shall be mailed to:

Vendor Information
Ph:
Fax:
Email:

IN WITNESS WHEREOF, the parties have made and executed this Contract and have hereunto set his/her hand the day and year above written.

City of Greeley, Colorado

Vendor Name

Approved as to Substance

City Manager-Roy Otto

By

Reviewed as to Legal Form

Title

OFFICE OF THE CITY ATTORNEY

By: _____
City Attorney-Doug Marek

Certification of Contract
Funds Availability

Director of Finance-Victoria Runkle

EXHIBIT 4

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 _____