

**CITY OF GREELEY  
REQUEST FOR PROPOSALS**

**CULTURE, PARKS and RECREATION DEPARTMENT  
ORGANIZATIONAL and OPERATIONAL ASSESSMENT**

**BID #FD20-06-104**

**DUE DECEMBER 9, 2020 BEFORE 2:00 P.M.**



Serving Our  
Community  
It's A Tradition

*The Office of the Purchasing Manager is a service division  
established to build effective partnerships through efficient and responsive  
procurement processes to obtain high quality  
goods and services for the best value.*

## REQUEST FOR PROPOSALS (RFP)

**RFP #FD20-10-147**

Procurement Contact: Doug Clapp  
Email Address: [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)  
Telephone Number: 970-350-9792

### Proposals must be received no later than:

**December 9, 2020, before 2:00 p.m.** local time

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

### Instructions for electronic submittal.

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to [purchasing@greeleygov.com](mailto: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 Microsoft Word or PDF file under 20MB

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

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

Schedule of Events (subject to change)	All times are given in local Colorado time
RFP Issued	November 4, 2020
Vendor Question deadline	November 18, 2020 by 4:00pm MST
Addendum Issued	November 24, 2020
Proposal Responses Due	December 9, 2020 before 2:00pm MST
Proposer Interviews (if needed)	Week of January 4, 2021
Vendor Selected	Week of January 11, 2021
Work to Begins	Week of January 25, 2021
Final Acceptance of Work Product	By April 26, 2021

*"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: General RFP Information**

### **A. OVERVIEW**

The City of Greeley City Manager's Office (City) is seeking a highly experienced firm specializing in performing evaluations of local government operations to conduct a comprehensive organizational and operational assessment (assessment) of its Culture, Parks and Recreation Department. The assessment is intended to identify the best principles and opportunities to maximize the organization and operation of the functions and divisions contained within the Culture, Parks and Recreation Department and position it to support an organization achieving community excellence.

The assessment will:

- Determine the Department's current state, and the recommended roadmap to intentionally ensure that it is a valued enterprise function that proactively manages its critical functions in a way that supports a high performing culture that is characterized by its six core values – Applied Wisdom, Excellence, Accountability, Stewardship, Principled Relationships and Integrity.
- Determine an organizational structure that positions the Department to support an organization achieving community excellence
- Maximize stewardship of and service delivery through public resources and assets.
- Ensure the organization and the services it provides are aligned with best practices, growth of the community and organization supporting community services and programs, and technology.
- Enhance employee engagement (career development, leadership) as it relates to the department structure.

The Consultant shall be experienced in providing similar services to local governments and Culture, Parks and Recreation Departments.

### **B. BACKGROUND, PROJECT JUSTIFICATION AND KEY DRIVERS**

#### **GENERAL**

The City of Greeley, Colorado is located 49 miles northeast of Denver with a populations of just over 100,000 residents. Approximately 46.4 square miles in size, Greeley is home to the University of Northern Colorado and its 13,000 students and the Aims Community College. As the county seat for Weld County, Greeley is the education, trade, transportation and marketing hub of the County – one of the most productive agricultural counties in the United States.

The 2018 census population estimate of 107,000 represents a 15% increase from the 2010 census. Colorado State Demographers predict that the Greeley population will double in size in the next several decades. As a result of the growth to date and the anticipated growth, it is imperative for the City to have a high performing Culture, Parks and Recreation Department that provides strong, best practice foundational enterprise serving functions for the City's operations.

#### **BACKGROUND**

The Culture, Parks and Recreation Department, which is led by a Director appointed and removed by the City Manager with day-to-day supervision provided by a Deputy City Manager, is responsible for the

executive management of the department. The Director and Administration Division provides oversight to the other five divisions in the way of administrative support towards consistency and compliance to all administrative processes and procedures. The functions that this division performs are: personnel management, payroll processing, revenue processing, budget development/execution/monitoring, accounts payable, contract processing, credit card/requisition/refund processing, coordinating office supply orders, and related board and commission duties. In addition, this division is the administrator of the RecTrac and GolfTrac systems, Cost Recovery Modeling, and volunteer background checks.

The Cultural division is focused on providing exceptional cultural education and entertainment opportunities for our community and region. The Visual and Performing Arts program is primarily found within the walls of the Union Colony Civic Center (UCCC), yet works as part of the Culture, Parks, and Recreation team to develop, promote, and present events and services in all Culture, Parks, and Recreation venues. In addition, the Public Art and Sister City programs for the City of Greeley are managed within this division. The Museums program consists of three major physical venues, Greeley History Museum, Centennial Village, and the historic Meeker House. A fourth venue, the White-Plumb Farm, is being divested in 2021. This portion of the division is tasked with developing educational programs for all ages and abilities within these venues, as well as professional care of historical artifacts and collections, proper interpretation and display of items on exhibit, and the annual maintenance of the venues and their collections.

The Municipal Golf division (Enterprise Fund) provides the ongoing operation, maintenance and programming for both Highland Hills and Boomerang Links Golf Courses. Management includes the oversight of contract concessionaires for pro shop operations and restaurants at both locations.

The Recreation division provides a diverse offering of community programs and facilities including youth and adult sports, classes, activities, adaptive/inclusive recreation, and events. In addition, senior activities, classes and events, outdoor adventure programs, aquatics programs and facilities, and all fitness areas and activities are within this division. Facilities managed include the Greeley Recreation Center, Active Adult Center, Ice Haus, Family Funplex, Rodarte Community Center, Centennial Pool, Discovery Bay Pool, and Sunrise and Island Grove Splash Parks.

The Natural Areas & Trails (NAT) division provides public access to over 1,000 acres of open space through a 30 mile paved and soft surface trail system. NAT maintains, restores, and manages the City's natural areas and open spaces, and is also tasked with trail maintenance and construction, collaborative oversight of the Poudre River Trail, and land acquisition strategies for new spaces through fee acquisition, conservation easements, development review, and other mechanisms.

The Parks division provides park and playground maintenance, sports field maintenance, facility management (including user contracting and bookings), park planning, park construction, and special projects and maintenance for 45 parks sites, 30 playgrounds, and 5 athletic complex sites. The Parks Division also includes the operations and management of the Linn Grove Cemetery (Enterprise Fund), Community Forestry (including code compliance) and Island Grove Regional Park and Facilities (6 buildings, 1 championship arena, and 2 small arenas).

In FY 2021, the Culture, Parks and Recreation Department is comprised of 134.5 Full Time staff plus hundreds of part-time and seasonal staff and volunteers with an operating budget of approximately \$20.972 million and supports 16 citywide Departments and Divisions. The Department currently encompasses the following functions:

<b>Function</b>	<b>Purpose</b>
Administration	To provide the highest quality and most efficient support to the Culture, Parks & Recreation staff tasked with providing a comprehensive, year-round, recreational and cultural program for the community. To provide safe, clean and attractive facilities for community use as well as assist in the minor maintenance and set up of events and services in all Culture, Park, and Recreation facilities.
Cemetery	To provide for our community's need for pre-planning and final disposition of its deceased. This includes sales and services and maintaining the grounds, facilities, and equipment at Linn Grove Cemetery.
Culture, Festivals, & Public Art	To research, assess, contract for, promote and present exceptional cultural and entertainment opportunities for our community and region. This division is primarily focused on the UCCC, yet will offer programs and services in numerous City venues, from parks to the Ice Haus. To develop engaging community events for the public that provide meaningful family experiences throughout the year (including the Farmer's Market, Arts Picnic, and Festival of Trees). To enhance the community through the addition of public art within the human built environment.
Island Grove Regional Park	To provide maintenance and development of three owned county buildings, Event Center, the 160 acre park, and a 9000 seat arena. The park also serves as the County Fairgrounds and includes 4 rodeo/riding arenas, 150 horse stalls, 300 RV hookups, 1,000 paved parking spaces and 25 acres of turf. Responsibilities include setups for all major events including the Greeley Stampede as well as approximately 3,000 meetings and other events annually.
Municipal Golf	To provide well maintained and efficiently operated golf courses for the enjoyment of residents and tourists to Greeley.
Museums	To develop educational and interpretive programs for all ages and abilities within the historical venues, and professional care for the historical artifacts entrusted to our care.
Natural Areas & Trails	To provide maintenance and management of the City's natural areas and open spaces, trail maintenance and construction management, collaborative oversight of the Poudre River Trail, and land acquisition strategies for new spaces in addition to caring for 1000+ acres of current natural areas/open space.
Parks	To develop, maintain, and manage City-owned and cooperative parklands, athletic complexes, and the urban forest in a safe and aesthetically pleasing manner for the citizens of Greeley and the surrounding region. Also includes maintenance of other outdoor public grounds including landscaped rights-of-way and medians, recreation facilities, city hall properties, police headquarters, and fire stations.
Recreation	To provide a year-round, comprehensive recreation program for all age groups within the community and strive to be the key regional provider of recreational services. This division has oversight of the FunPlex and programming of Twin Rivers Softball Complex, Ice Haus, Greeley Recreation Center, Active Adult Center, Rodarte Community Center/Youth Enrichment, outdoor aquatic facilities, Island Grove Sports Complex and Monfort Sports Park.

The Culture, Parks and Recreation Department is currently staffed as summarized below:

<b>Function</b>	<b>Full Time Equivalents (FTE)</b>	<b>2021 Proposed Budget</b>
Administration	9.5	\$2,141,896
Cemetery	5.0	\$640,672
Culture & Public Art	11.0	\$1,556,329
Island Grove	17.0	\$2,224,376
Municipal Golf Courses	9.0	\$2,097,783
Museum	8.0	\$913,360
Natural Areas & Trails	6.0	\$837,819
Parks	38.0	\$5,073,471
Recreation	31.0	\$5,486,910
<b>TOTAL</b>	<b>134.50</b>	<b>\$20,972,616</b>

## **Section II: Requirements**

### **SCOPE OF WORK**

1. The Proposer will conduct a comprehensive organizational, operational and management assessment of the Department's existing operations, service levels, infrastructure management, organizational structures and staffing levels. In addition, the Proposer will conduct public input sessions (number to be identified by the Proposer) and administer a survey to obtain input on programmatic services as it pertains to the organization and operations of the Department. The goal of the assessment is to be fact-based and include all aspects of service provision by the Department.

The assessment is intended to be a proactive, objective operations assessment to understand what is working, what could be improved within the Culture, Parks and Recreation Department's operations and management, and how it can be structured, operate and positioned as a function that proactively manages its critical functions in a way that supports a high performing culture that is characterized by its six core values – Applied Wisdom, Excellence, Accountability, Stewardship, Principled Relationships and Integrity.

The assessment shall be focused on:

- Organizational structure, including an analysis of the appropriate grouping of functions and activities within divisions as well as cross-departmental;
- Effectiveness of staffing levels including, but not be limited to, staff assignments, workload, and cost-effectiveness of service levels and service delivery;
- Existing and potential revenue resources and how they influence the level of service, structure and staffing; and
- Benchmarks and other objective indicators of program effectiveness;
- 

To fulfill this scope, the Proposer shall

- Develop an understanding of the key issues impacting the Culture, Parks and Recreation Department.
- Develop a descriptive profile of the Culture, Parks and Recreation Department.
- Compare Culture, Parks and Recreation Department programs and practices to ‘best management practices.’ The best management practices include comparisons, as applicable, to the American Public Works Association’s, Public Works Management Practices Manual, American Parks and Recreation Association, and the experience of the Proposer’s project team.
- Evaluate the staffing, organization structure, and service levels in the Culture, Parks and Recreation Department.

This effort should create impartial insight into – but not be limited to – the following:

- a) Organizational structure and reporting relationships;
- b) Service delivery structure and functions within each functional area of the Culture, Parks and Recreation Department;
- c) Workflow processes and workforce planning;
- d) Existing technology, available technology, technology gaps, and technology needs;
- e) Management and administrative policies;
- f) Culture, Parks and Recreation Department’s relationships and collaboration with other City departments, agencies and units of government;
- g) The culture of the department as it relates to customer service, leadership, staff morale and effectiveness;
- h) Staff effectiveness as it relates to individual and collective competencies and capacity;
- i) Internal controls;
- j) Availability and use of resources including but not limited to staffing, equipment, facilities, and funding;
- k) Employee, vendor, public, and other stakeholder service level satisfaction
- l) Centralization or decentralization of budget and finance support of Department utilizing existing resources within Culture, Parks and Recreation Department and Finance Department – or proposing additional position(s);
- m) Operations and/ or functions that could be consolidated between divisions, within the department and with other departments such as Public Works
- n) Current performance measures and those based on industry standards within each component of the Culture, Parks and Recreation Department

It is the City’s intention that the findings and recommendations of this assessment should be based on – but not be limited to – the following:

- a) Best-management practices and industry standards;
- b) Optimal organizational structure model;
- c) Streamlining procedures and processes;
- d) Staffing requirements by functional area, both current and future, including specific benefits and outcomes with adding and/ or reducing staff;
- e) Initiatives, goals and objectives of the Department and its individual functional areas;
- f) Culture, Parks and Recreation Department’s service demands and quality of service delivery;
- g) The efficiency and effectiveness of the Culture, Parks and Recreation Department’s organization and operations relating to staffing, workload distribution, scheduling, productivity, technology, policy, and supervisory structure;

- h) Operations and/ or functions that could be consolidated between divisions, within the department and with other departments such as Public Works;
- i) Employee perceptions, understandings and morale;
- j) Best principles and performance measures for the Culture, Parks and Recreation Department and its respective components;
- k) Change management principles and best practices to effectuate; and
- l) Training needed to maximize operations of a high performing Culture, Parks and Recreation Department.

## **2. Project Status Meetings**

Personnel from the Proposer and City will, as scheduled at a mutually agreed upon frequency and platform (virtual, in-person or a combination of both), meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations hereunder. When ad hoc meetings need to occur, Proposer and the City will make every effort to accommodate same.

## **3. Final Reports**

The Proposer shall develop and produce a comprehensive final report which shall contain the study's methodology, an executive summary, findings, recommendations, key issues and opportunities, estimated costs and timelines for strategic implementation and a suggested implementation plan with a roadmap towards priorities and order of magnitude. Proposers shall provide an electronic version of the final report.

Proposers will be expected to deliver at the end of the engagement a formal presentation to the City Manager's Office, Culture Parks and Recreation Department and City Council (as appropriate) regarding the report or components contained in the final report. Proposers will also be expected to deliver interim presentations to key stakeholder groups when beneficial to the initiative.

## **4. Deliverables**

As a result of the above scope of services and the agreement between the selected Proposer and the City, the selected Proposer shall be expected to present the following:

Project Plan outlining the project completion of deliverables.

- a) A full written report that outlines the work completed, findings and recommendations related to the work undertaken.
- b) A summary document of the full written report described in 4a.
- c) Findings and recommendations should include best practices, techniques and methods that are consistent with modern Culture, Parks and Recreation procedures and organizational development and a detailed comparison of current practices contrasted against preferred practices.
- d) A timeline and the actions necessary to implement recommendations. Such a plan will consider and address impediments to implementing the recommendations, measures to address such obstacles, and alternative recommendations in case such impediments cannot be overcome.
- e) Presentations to the City administration, the City Executive Team, Culture Parks and Recreation Department and the City Council as requested.

## **5. Performance Levels/Contractor Expectations**

To gain a robust understanding of the Culture, Parks and Recreation Department's operations, policies, and management, the selected Proposer shall meet with and interview select staff at all levels of the organization (from entry level to executive). In addition the City anticipates that the selected Proposer will meet a minimum of six (6) times with City administration and department executives, with a minimum of three (3) working meetings to discuss project status. The Proposer and City will determine



the best platform at the time – virtual, in person or a combination of both. However, Proposers should provide an estimate of the number of meetings needed with staff from each level of the Culture, Parks and Recreation Department based on prior studies that were similar in size and scope. If the selected Proposer requires additional meetings with staff for the best interest of the project, the Proposer must receive authorization from the City prior to scheduling these meetings.

Prior to submitting the final report, the selected Proposer shall prepare a summary of its conclusions and discuss that summary with the City Manager's Office. A draft report shall be created and submitted to the City Manager's Office for review and the opportunity to provide feedback and further direction.

#### **6. Monitoring**

The City Manager's Office will monitor performance levels based on progress reviews and milestone reports, as specified in the project plan created by the Proposer.

### **Section III: Administrative Information and Requirements**

#### **A. RFP OFFICIAL CONTACT**

Upon release of this RFP, all vendor communications should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city. Vendors should rely only on written statements issued by the RFP Coordinator.

Name: Doug Clapp

Email: [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)

Telephone: 970-350-9792

#### **B. PROCUREMENT SCHEDULE**

The procurement schedule for this project is as follows. The City reserves the right to adjust the schedule as necessary.

RFP Release date	November 4, 2020
Vendor Questions	November 18, 2020 by 4:00PM Mountain Time
Answers to RFP Questions Released	November 24, 2020
Proposal Responses Due	December 9, 2020 by 2:00PM Mountain Time
Proposer Interviews (if needed )	Week of January 4, 2021
Vendor Selected	Week of January 11, 2021
Work Begins	Week of January 25, 2021
Final Acceptance of Work Product	By April 26, 2021

#### **C. QUESTIONS REGARDING THE RFP**

Vendors who request clarification of the RFP's requirements may submit written questions to the RFP Coordinator by 4 p.m. (Mountain Time) on. An email attachment sent to [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)

is preferred. All questions and answers will be posted as an addendum.

#### **D. SUBMISSION OF RFP**

Instructions for electronic submittal.

Email your RFP Response to [purchasing@greeleygov.com](mailto:purchasing@greeleygov.com). Submit your RFP response to this email only – please do not email to multiple people. Only email's sent to [purchasing@greeleygov.com](mailto: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 Microsoft Word or PDF file under 20MB

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

Electronic submittals will be held, un-opened, until the time and date noted in the RFP documents or posted addenda.

#### **E. EVALUATION PROCEDURES**

The evaluators will consider how well the vendor's proposed solution meets the needs of the city as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the city select the vendor with the best combination of attributes, including price, based on the evaluation factors.

Proposals will be evaluated based on the following criteria:

- Approach to Providing Services (50%)
- Qualifications and References of Bidder (35%)
- Proposed Costs (15%)

The city reserves the right to require that a group of finalist vendors make a presentation to a selection team. The individual that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview.

The city also reserves the right to request additional information from any proposing firm. The city may contact and evaluate the firm's and subcontractor's references; contact any firm to clarify any response; contact current users of the firm's services; and seek and review any other information deemed pertinent to the evaluation process.

#### **Section IV: Required Proposal Response Forms**

Consultants should submit a brief (no more than 25 pages, including attachments) proposal that includes the following information. Vendors must complete all the templates/forms Section V: ATTACHMENTS in this section as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Vendor Background and Experience
- 3) Project Approach and Deliverables (including what data and information the consultant will need to obtain from the City to facilitate the assessment)
- 4) Proposed Schedule and Workplan
- 5) Project Staffing, including qualifications of key team members
- 6) Relevant Qualifications (Template 1)
- 7) Cost and Fee Proposal

## Section V: ATTACHMENTS

### Template 1: REFERENCES

[Insert the table below into your proposal response. Please list three (3) public sector clients for whom you have completed the scope of services requested over the past three (3) years consistent with the requirements listed in this RFP.]

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

Customer/client name	
Government (Y/N)	
Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

Customer/client name	
Government (Y/N)	

Customer Organization Size	
Service Start Date/End Date	
Contract Amount	
Reference name	
Title	
Phone number	
Mailing address	
Email Address	
Service Description	

## Section VI: Appendices

### **RFP AMENDMENTS**

The city reserves the right to change the schedule or issue amendments to the RFP at any time. The city also reserves the right to cancel or reissue the RFP.

### **VENDOR'S COST TO DEVELOP PROPOSAL**

Costs for developing proposals in response to the RFP are entirely the obligation of the vendor and shall not be chargeable in any manner to the city. This includes travel to and from the city of Boulder for the purposes of participating in interviews as part of the selection process.

### **WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt.

### **REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES**

The city reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the city.

### **PROPOSAL VALIDITY PERIOD**

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the city and the successful vendor.

### **PUBLIC INFORMATION**

Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

### **CONTRACT AWARD AND EXECUTION**

The city reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the city.

The general conditions and specifications of the RFP and as proposed by the city and the successful vendor's response, as amended by agreements between the city and the vendor, will become part of the contract documents. Additionally, the city will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

The vendor selected as the apparently successful vendor will be expected to enter into a contract with the city. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

### 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\_\_\_\_\_

ACORD™

# 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 <b>ABC Insurance Company</b> <b>P. O. Box 1234</b> <b>Anywhere, USA</b>	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED  <b>Sample Certificate</b>	INSURER(S) AFFORDING COVERAGE	
	INSURER A : <b>Financial Rating of A</b>	
	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
	<b>GENERAL LIABILITY</b>						EACH OCCURRENCE <b>\$1,000,000</b>
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) <b>\$100,000</b>
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) <b>\$5,000</b>
							PERSONAL & ADV INJURY <b>\$1,000,000</b>
							GENERAL AGGREGATE <b>\$2,000,000</b>
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG <b>\$2,000,000</b>
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident) <b>\$1,000,000</b>
	<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						\$
							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE \$
	<b>EXCESS LIAB</b>						AGGREGATE \$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>						<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT <b>\$100,000</b>
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE <b>\$100,000</b>
							E.L. DISEASE - POLICY LIMIT <b>\$500,000</b>

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

<b>City of Greeley</b> <b>1000 10th St</b> <b>Greeley, CO 80631-3808</b>	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

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 will 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 will be reviewed and approved by the Project Manager, indicating that services have been rendered in conformity with the Contract and then will 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 will, 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 herein under 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 sub-contracting opportunities.

If a sub-consultant fails to perform or make progress, as required by this Contract, and it is necessary to replace 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 will 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 the CITY, its agents, servants, and employees from and against any and all claims, liability, demands, losses, and/or expenses resulting from any negligent act or omission of the CONSULTANT, its agents, servants,

subcontractors, suppliers or employees in the performance of services under this Contract. Such duty to indemnify and save harmless the CITY shall be for an amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT its agents, servants, subcontractors, suppliers or employees. If the CONSULTANT is providing architectural, engineering, design, or surveying services, the obligation to indemnify and pay costs, expenses, and attorneys' fees, is limited to the amount represented by the degree or percentage of negligence or fault attributable to the CONSULTANT, or the CONSULTANT's agents, representatives, employees, servants, subcontractors, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement between the Contractor and the City. The CONSULTANT's indemnification obligation shall not be construed to extend to any injury, loss, or damage caused by the City's own negligence.

#### 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 will be held in Weld County and the contract will 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 will be kept confidential by the CONSULTANT and will 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, in 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 will continue to maintain all licenses and approvals required to conduct its business, and that it will 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 will 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 FORCE MAJEURE

To the extent that either party is not able to perform an obligation under this Agreement due to fire; flood; acts of God; severe weather conditions; strikes or labor disputes; war or other violence; acts of terrorism; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions; act of authority whether lawful or unlawful, compliance with any law or governmental order, rule, regulation or direction, curfew restriction, or other cause beyond that Party's reasonable control, that Party may be excused from such performance so long as such Party provides the other Party with prompt written notice describing the condition and takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed.

### ARTICLE 32 - 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

\_\_\_\_\_  
Interim Director of Finance-Robert Miller

**CONTRACT ADDENDUM  
COVID-19 RISK MITIGATION**

**1) Implementation of Basic Infection Prevention Measures:**

a. All Contractors and Subcontractors shall develop procedures for employees to report when they are sick or experiencing symptoms of COVID-19. At a minimum, these procedures will include temperature monitoring and symptom assessment as set forth below.

- 1) Contractors are required to insure that their employees and all of their subcontractor's employees conduct daily self-assessments for potential presence of COVID-19 upon their arrival at the worksite. The assessment must be carried out regardless of whether the employee believes he/she has been exposed to COVID-19.
- 2) Employees must ask themselves the following questions:
  - Do I have a runny nose, sneezing, cough, sore throat, diarrhea, nausea or vomiting (not related to other health conditions such as known allergies or chronic illness)?
  - Am I having trouble breathing in a manner that is out of the ordinary for me?
  - Do I have a sore throat?
  - Have I experienced an exposure or have I been in close contact with anyone experiencing the symptoms described above or who is suspected to have/diagnosed with COVID-19?
- 3) Contractors must insure that their employees and all of their subcontractor's employees have their temperature taken prior to or upon their arrival at the worksite.
  - Taking temperatures is not done instead of the other health and hygiene requirements that have been set forth by the local, state and national authorities. Temperature taking is done in addition to those requirements.
- 4) Any symptoms identified by the Daily Self-Assessment or a confirmed temperature of 100.4° F or higher must result in the affected employee being sent home. The Contractor must follow federal, state, and local guidance to determine when the employee can return to the worksite.
  - The Contractor shall immediately notify the Project Manager about any employees that are sent home due to temperature or COVID-19 symptoms.

b. All personnel must comply with social distancing on construction worksites.

- 1) Reduce size of work crews: Teams should reduce the number of people in each work crew to the minimum number of people possible to perform the task safely, even

if the reduction of crew size means the job takes longer.

2) Minimize interaction between work teams: Even groups within the same project should avoid interaction across groups, to minimize possible viral spread if one worker contracts COVID-19. Approaches to avoiding contact between groups may include staggered shifts, compressed work weeks where different teams work different days, and maximizing geographic distance between different teams working on the same project.

3) Avoid contact with visitors: Visitors outside the typical work crew should avoid interaction with the team wherever possible. For example, if an inspector or materials delivery needs to enter the site, they should alert the work team (e.g. by honking the horn of their vehicle twice or through another established communication means) so that the work team can vacate the site while the external parties are present.

4) Maintain a 6 foot distance between employees wherever possible: Construction teams should make every effort to limit activities that cannot be performed within 6 feet of distance between COVID-19: MULTI-INDUSTRY CONSTRUCTION GUIDANCE 040120 1 workers. However, some core construction activities may require some proximity to complete (e.g., concrete pours, utility potholing, work in cranes, drainage pipe construction, among others). In these cases, construction crews must employ other aggressive measures to limit contact. Examples include requiring employees to face away from each other, the use of supplemental Personal Protection Equipment (PPE) like face shields or respirators, minimizing the number of people on a team, and retaining consistency within work teams to limit contact with parties external to that team.

5) Office work should be done remotely, whenever possible: Office functions associated with a project (e.g. accounting or records) should be done from home to the maximum extent practicable.

6) In-person meetings should be avoided: Office meetings and consultations should take place virtually, with participants working from home or their work truck, whenever possible. If an in-person meeting is absolutely necessary, that must be limited to fewer than ten people, and participants must maintain 6 foot distance at all times during the meetings. All surfaces should be wiped down before and after the meeting, and hand washing should also occur before and after the meeting.

7) Workers must not congregate during breaks: Construction workers should not congregate for lunch or other breaks.

8) Activity specific work plans: Contractors should consider all job activities and review how they can be accomplished using necessary social distancing and sanitation protocols.

c. General Recommendations for Routine Cleaning and Disinfection on the Jobsite:

1) Contractors and subcontractors should use disposable wipes to wipe down used communal items like tools, equipment and job-boxes.

- 2) Make wipes and disinfectant available in common areas and “shared” equipment to allow workers to clean equipment before and after use.
- 3) Before using Aerosol Disinfectants on Fall Protection Harnesses, Connectors or Rigging, consult the manufacturer recommendations for cleaning since these can deteriorate the fibers of the material.
- 4) Practice routine cleaning of frequently touched surfaces (for example: tables, workstations, doorknobs, handles, etc.) with household cleaners and EPA-registered disinfectants that are appropriate for the surface, following label instructions. Labels contain instructions for safe and effective use of the cleaning product, including precautions you should take when applying the product, such as wearing gloves and making sure you have good ventilation during use of the product.

d. General Recommendations on How to Clean and Disinfect Surfaces:

- 1) Wear disposable gloves when cleaning and disinfecting surfaces. Gloves should be discarded after each cleaning. If reusable gloves are used, those gloves should be dedicated for cleaning and disinfection of surfaces for COVID-19 and should not be used for other purposes. Consult the manufacturer’s instructions for cleaning and disinfection products used. Clean hands immediately after gloves are removed.
- 2) If surfaces are dirty, they should be cleaned using a detergent or soap and water prior to disinfection.
- 3) For disinfection, diluted household bleach solutions, alcohol solutions with at least 70% alcohol, and most common EPA-registered household disinfectants should be effective.
- 4) Diluted household bleach solutions can be used if appropriate for the surface. Follow manufacturer’s instructions for application and proper ventilation. Check to ensure the product is not past its expiration date. Never mix household bleach with ammonia or any other cleanser. Unexpired household bleach will be effective against coronaviruses when properly diluted. Prepare a bleach solution by mixing:
  - 5 tablespoons (1/3rd cup) bleach per gallon of water or
  - 4 teaspoons bleach per quart of water
- 5) A list of CDC-approved disinfectants against viruses (including COVID-19 virus), see: <https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2> Follow the manufacturer’s instructions for all cleaning and disinfection products (e.g., concentration, application method and contact time, etc.).
- 6) For soft (porous) surfaces such as carpeted floor and rugs, remove visible contamination, if present, and clean with appropriate cleaners indicated for use on these surfaces.

e. Detailed Recommendations for Cleaning and Disinfecting on the Jobsite:

1) Sanitation Units (Portable Toilets)

- Evaluate and provide additional restrooms (with hand sanitizer) as needed.
- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Use an Aerosol Disinfectant or diluted household bleach solutions (mentioned in the section above) to disinfect the commonly used items on the unit (handles, locks, toilet seat, etc.).
- With the promotion of frequent handwashing, it is more likely that the handwashing stations will need frequently or as needed refill of the water tank, soap/hand sanitizer dispensers and paper towel dispenser. It is recommended to add a morning and afternoon inspection of the units to guarantee they are serviceable.

2) Project Site Offices, Conference Rooms, Break Areas and Other Common Areas:

- Frequently or as needed, clean the surfaces that are dirty. They should be cleaned using a detergent or soap and water prior to disinfection.
- Wipe down tables and chairs with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.
- Floor should be swept and disinfected with a diluted household bleach solution.
- As there is no designated lunch break area on for field personnel, it is recommended that lunch breaks be taken in personal vehicles or segregated around the site. Please do not congregate in tool trailers or connex boxes. This will help maintain social distancing of 6 feet.

3) Jobsite Entrances, Gates and Doors:

- Routine cleaning of the pull handles, locks and/or panic devices on doors by wiping them down with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

4) Operators of Light and Heavy Equipment (Forklifts, Scissor Lifts, Excavators, Loaders, Scrapers, etc.)

- Prior to and after use, wipe down controls, seats, handrails or other frequently touched surfaces with household cleaners or disinfectant wipes that are appropriate for the surface, following label instructions.

5) Hand Hygiene and other Preventive Measures:

- Employees should clean hands often, including immediately after removing gloves and after contact with any other person, by washing hands with soap and water for at least 20 seconds. If soap and water are

not available and hands are not visibly dirty, an alcohol-based hand sanitizer that contains at least 60% alcohol may be used. However, if hands are visibly dirty, always wash hands with soap and water.

- Employees should follow normal preventive actions while at work and home, including recommended hand hygiene and avoiding touching eyes, nose, or mouth with unwashed hands.

## **2. Update Safety Procedures**

- a. Contractors will update their safety procedures to implement the guidance issued by federal, state and local authorities related to COVID-19, as well as to implement the procedures required by this addendum.
- b. Contractors will train employees on the updated safety policy.
- c. Contractors will ensure that all subcontractors are aware of and follow Contractors updated safety policy.

## **3. City of Greeley Project Sites Controls:**

- a. Site Isolation:
  - 1) All Contractors and Subcontractor shall minimize or eliminate activities within City of Greeley facilities that require operations by City Staff. If City Staff and Contractor are required to be located in the same facilities, the Contractor shall coordinate with the Project Manager to minimize contact and reduce exposure.
  - 2) All Contractors and Subcontractors shall eliminate face to face meetings to minimize possible of exposure. All questions, concerns, and construction related questions shall be address through phone communications.
  - 3) Contractors shall notify the Project Manager prior to entering City facilities and provide information on work to be done and areas they will be in. Contractors shall not enter any administrative or occupied facilities without prior approval from the Project Manager.
  - 4) If any employee of a Contractor or Subcontractor enter the site while sick, they will be immediately asked to leave. Contractors will not be compensated for this lost time.
- b. Personal Protective Equipment (PPE):
  - 1) All Contractors and Subcontractors shall wear non-medical face coverings while working on City of Greeley job sites.
  - 2) Contractors shall require the use of additional PPE as recommended by federal, state and local authorities.



4) **City of Greeley contract controls:**

- a. To remain ahead of identified concerns, Contractors must reach out to their subcontractors and suppliers to ascertain potential sources of delay to ensure they give the proper notices to their owners.
- b. Contractors must promptly notify the Project Manager of potential delays.
- c. If a Contractor determines that a project or project phase must be shut down due to the COVID-19 pandemic, the Contractor shall immediately contact the Project Manager and submit a change order request.
  - 1) Contractors must insure that the project site is left in a safe condition. Contractor shall insure periodic inspection of the project site.
  - 2) Traffic control devices must continue to be inspected and maintained, so it is a best practice to minimize their need and use when a project is temporarily inactive.
- d. Contractor will insure compliance with all CDC and OSHA requirements.
- e. Contractor agrees that this addendum may be supplemented as additional guidance is received from federal, state and local authorities.