



CITY OF GREELEY
Purchasing

Request for Proposal
RFP #FL19-08-074

ORGANIZATIONAL AND OPERATIONS ASSESSMENT OF
THE PUBLIC WORKS DEPARTMENT

**REQUEST FOR PROPOSALS
(RFP) RFP #FL19-08-074**

Procurement Contact: Linda Ingram
Email Address: Linda.ingram@greeleygov.com
Telephone Number: 970-350-9325

Proposals must be received no later than:

August 29, 2019, before 2:00 p.m. local time

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

Proposals will be submitted via email to linda.ingram@greeleygov.com.

Reference RFP FL19-08-074 in the subject line.

Notify Linda at 970-350-9325 of your proposal submittal – this will ensure your submittal has been received

RFP Release date	August 8, 2019
Vendor Questions	August 15, 2019
Answers to RFP Questions Released	August 19, 2019
Proposal Responses Due	August 29, 2019
Proposer Interviews (if needed)	Week of September 9, 2019
Vendor Selected	Week of September 16, 2019
Work Begins	By October 14, 2019
Final Acceptance of Work Product	February 2020

SECTION 00110
RFP #FL19-08-074

REQUEST FOR PROPOSALS

The City of Greeley, Colorado under Section 4.20.090 "Competitive Sealed Proposals" is soliciting proposals from qualified consultants/consulting firms to conduct an Organizational and Operations Assessment of the Public Works Department (COGPW). Proposals must be received by Linda Ingram at linda.ingram@greeleygov.com **before August 29, 2019 at 2:00 p.m.** Notify Linda at 970-350-9325 of your proposal submittal – this will ensure your submittal has been received. No late or faxed proposals will be accepted.

The necessary documents are available online at the Rocky Mountain Online Bid System site (Bidnet). Go to <http://www.RockyMountainBidSystem.com>, in the upper right corner of the screen choose "Login" if your company has a login established, or "Register" if it is the first time you are visiting this site. Follow the prompts for the option chosen. Select "Search for Open Bids and Addenda by Agency" and then select "City of Greeley." Bid opportunities will be listed in bid due date sequence, by project name and bid number.

Proposals submitted must include the information as outlined in the selection criteria section. Firms will be evaluated on the information submitted.

No proposals shall be withdrawn for a period of one-hundred eighty (180) days after receipt of proposals.

The City of Greeley retains the right to reject any and all proposals and to re-solicit if deemed in the best interest of the City of Greeley.

Questions pertaining to the project may be directed to Linda Ingram at linda.ingram@greeleygov.com no later than August 15, 2019.

Linda Ingram, Contract Specialist II
City of Greeley, Colorado
Purchasing Division

Greeley Website
August 8, 2019

Section I: General RFP Information

A. OVERVIEW

The City of Greeley is seeking proposals from qualified consultants/ consulting firms to conduct an organizational and operations assessment of the Public Works Department (COGPW) across the perspectives of organizational structure, processes, effectiveness and efficiency; stewardship of public resources; adaptability to future challenges, especially related to community demographic and population changes and technology. The goals of the assessment are to:

- Determine an organizational structure that contributes to a city achieving community excellence, both for the community and internally.
- Maximize stewardship and transparency of public resources and assets.
- Ensure the organization and the services it provides are aligned with future changes, especially related to demographic and population changes, technology and anticipated changes in services the city provides.
- 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 Public Works Departments.

B. BACKGROUND, PROJECT JUSTIFICATION AND KEY DRIVERS

GENERAL

The City of Greeley, Colorado is located 49 miles northeast of Denver with a population of just over 100,000 residents. Approximately 46.4 square miles in size, Greeley is home to the University of Northern Colorado its 13,000 students and 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 provide public works related functions and services in a manner that anticipates and meets community needs and cultivates a departmental culture of high performance for a city achieving community excellence.

BACKGROUND

The Public Works Department, which is led by the Director who reports to the City Manager, has a mission to provide for the design, construction, operation, maintenance and protection of the City's infrastructure that is critical to the safe and efficient movement of pedestrians, traffic, goods and emergency services. The Department, staffed with a total of 165.50 FTEs and a 2019 budget \$42,641,985 (excluding capital improvement projects), is currently organized into divisions as summarized below:

**Public Works Department Organizational and Operations Assessment
August 2019**

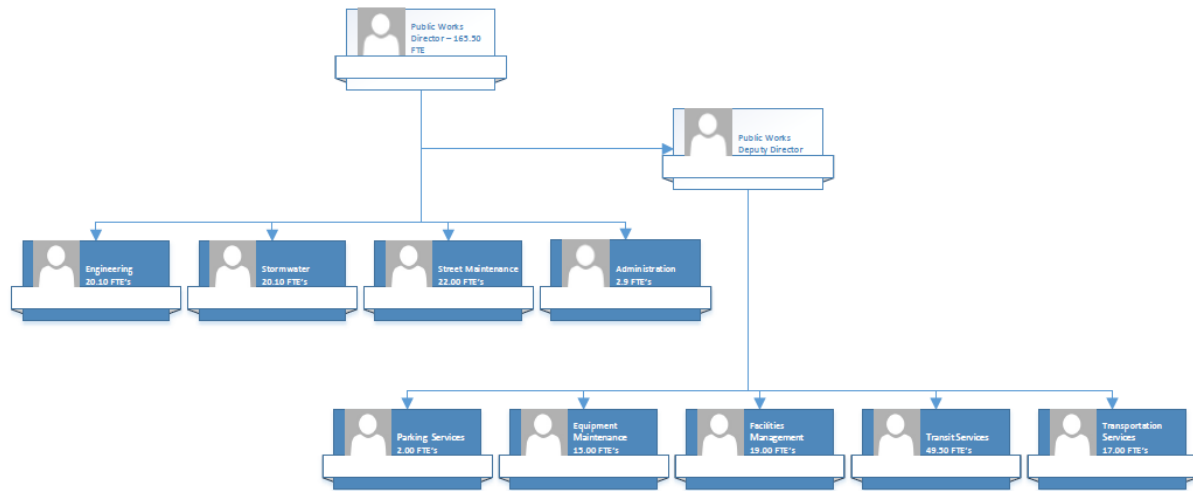
DIVISION	RESPONSIBILITIES	TOTAL FTE	2019 TOTAL BUDGET
Administration	Consists of the Director, Deputy Director and support staff providing for the planning, directing, coordinating, budget oversight and reporting of all service programs within the department.	3.90	1,437,223
Engineering	Plans, designs, and supervises the construction of special projects and Capital Improvement Program projects, Right of Way permitting and Pavement/Concrete maintenance program.	17.00	1,116,733
Equipment Maintenance	Responsible for the procurement, repair and maintenance of much of the City's fleet (vehicles and equipment), and the provision of fuel and fuel tank testing.	9.00	3,255,135
Facilities Management	Repairs, maintains and cleans many of the City buildings and facilities; performs remodeling, energy management, and retrofitting of facilities, as well as preventive maintenance on heating, ventilation, and air conditioning equipment.	19.00	3,596,657
Fleet Replacement	Tracks the procurement of City vehicles and equipment. This budget is managed by Equipment Maintenance.	0.00	2,914,870
Parking Services	Administers parking management throughout the City with a significant focus on maintaining availability in the downtown area.	2.00	217,393
Stormwater	Administers the stormwater utility, plan design and manage the construction of capital improvement projects to solve stormwater problems throughout the City; educate citizens about stormwater issues and improve the environmental quality of city stormwater discharges.	20.10	13,487,502
Streets	Cleans and repairs city streets, controls snow and ice on streets for safe travel, maintains and repairs public drainage facilities, and controls weeds in the public rights-of-way and on City property	22.00	3,985,863
Transit Services	Operates a public transit system by providing fixed, demand response and paratransit services throughout Greeley, Evans and Garden City.	55.50	8,650,933
Transportation Services	Manages all forms of motorized and non-motorized transportation, manages traffic control, installs and maintains traffic control devices such as signs, traffic signals and street markings, and provides for the coordination of traffic signals and street signals for improved safety.	17.00	3,979,676

The current organizational structure of the Public Works Department is reflected in the chart below:

Public Works Department Organizational and Operations Assessment August 2019



Public Works Organizational Chart (Excluding Hourly/Seasonal Employees)



Some key data points pertaining to the programs within and services provided by the Public Works Department include the following:

STREETS

- 852 lane miles of roadways
- 379 centerline miles of roads - 51% increase in total centerline miles of roads between 1997 and 2018 (250 to 379)
- 586 miles of lane markings
- 700 miles of concrete
- 118 traffic signals

STORMWATER

- 170 miles of Storm Pipes
- 80 City owned detention ponds

FLEET

- 655 vehicles within the City fleet

PUBLIC TRANSIT

- 842,000 riders (Greeley Evans Transit (GET) 2018 ridership)
- 8 bus routes (includes regional Poudre Express starting in 2020)

FACILITIES

- 42 facilities maintained with approximately 905,000 square feet of facilities

CAPITAL PROJECTS

- Average of \$35 million+ in annual capital projects.

PARKING SERVICES

Public Works Department Organizational and Operations Assessment August 2019

- Average of 18,000 parking warnings/citations given and 900 parking complaints responded to annually

Section II: Requirements

1. Scope of Work

Through this assessment, the City would like to understand the extent to which the Public Works Department (PW) is positioned to meet current and future business needs. Given the broad and varied nature of the services performed by Public Works, the assessment will focus on organizational structure and operations. The assessment will require an objective capabilities and capacity assessment to understand PW opportunities and challenges. With this assessment, the city will have greater insight into how the current Public Works model could be improved, what specific changes will be required to achieve the desired future state, and what it will take to execute the new model. Specific areas that should be addressed include, but are not limited to the following:

- PW Organization
- PW Operations
- PW Governance
- PW Services
- PW Processes
- PW Talent Management
- Technology Capabilities (Infrastructure, Applications, etc)

As part of this analysis, the consultant should provide recommendations regarding the roles and functions that are currently provided by PW staff, as well as related roles and functions provided by other city departments (such as parks facilities maintenance, parks and grounds maintenance, etc.) as well as external vendors. This analysis should be based not only on the current state, but also consider options for such roles in the desired future state.

The analysis should specifically consider the current array of engineering related services across various city departments – such as Public Works, Water and Sewer, and Community Development – to determine whether other options would maximize delivery and quality of service to people and projects.

The City is looking for an independent review that will address the following as they relate to the key areas referenced above. Consultants are encouraged to submit a proposal demonstrating the capability to deliver this project using tested methodologies, tools and approaches.

- i. Evaluate the Current State Environment and Business Needs
 - a. Evaluate past Public Works structures, studies and assessments (if any) to gain understanding of the Current State and lessons learned
 - b. Understand Current State of Public Works in the City of Greeley. Provide a robust engagement plan (staff, stakeholders, etc) to provide the opportunity for feedback.
 - c. Evaluate and provide information on best practices in other municipalities and organizations. Provide comparison/ benchmark examples from other municipalities when possible.
- ii. Provide Recommendations on a Future State Delivery and Operations Model
 - a. Identify elements of a future state delivery and operations model for services Public Works provides

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- b. Provide recommendations on organizational approaches for effective and efficient provision of Public Works services
 - c. Identify opportunities to improve efficiency, effectiveness and collaboration
 - iii. Conduct Gap Analysis
 - a. Identify steps, tools and resources necessary to move from the current to the future state
 - b. Identify risks and dependencies
 - iv. Develop Recommendations and Implementation Roadmap
 - a. Develop Recommendations
 - b. Develop Roadmap and Implementation Strategy

The City intends to select a consultant in the third quarter of 2019 and have the project start shortly thereafter. The City would like to have a final report and recommendations within approximately 12 weeks after the project start date, but consultants should provide a recommended timeline based on their experience with comparable projects.

2. Project Status Meetings

Personnel from the Proposer and City will, as scheduled at a mutually agreed upon frequency, meet to discuss the scope of this project and the progress made by the Proposer in the performance of their obligations here under. 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 implementation and suggested implementation plan. 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, Public Works 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 written report that outlines findings and recommendations related to the work undertaken.
- b) Findings and recommendations should include best practices, techniques and methods that are consistent with modern PW procedures and a detailed comparison of current practices contrasted against preferred practices. Each recommendation should include estimated costs and/ or savings for each recommendation.
- c) 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.
- d) Presentations to the City administration, the Public Works Department and the City Council as requested.

5. Performance Levels/Contractor Expectations

To gain a robust understanding of COGPW operations, policies, and management, the selected Proposer shall meet with and interview select staff at all levels of the organization. The City anticipates that the

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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. However, Proposers should provide an estimate of the number of meetings needed with staff from each level of the COGPW 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.

The selected Proposer shall also review centralized and department specific policies and procedures in an effort to understand COGPW organization-wide processes.

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: Linda Ingram, Contract Specialist II
Address: 1001 11th Avenue, Second Floor, Greeley, CO 80631

Telephone: 970-350-9325
E-mail: linda.ingram@greeleygov.com

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	August 8, 2019
Vendor Questions	August 15, 2019
Answers to RFP Questions Released	August 19, 2019
Proposal Responses Due	August 29, 2019
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Final Acceptance of Work Product	February 2020

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 August 15, 2019. Requests for information and questions should be sent to linda.ingram@greeleygov.com and reference RFP #FL19-08-074. All questions and answers will be posted as an addendum on the rockymountainbidsystem.com site.

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 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

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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	

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Template 2: Proposal Acknowledgement
Insert the form below into your proposal response.

PROPOSAL ACKNOWLEDGEMENT

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

Original Signature by Authorized Officer/Agent

Type or printed name of person signing

Title

Vendor Mailing Address

City, State, Zip

E-Mail Address

Company Name

Phone Number

Fax Number

Proposal Valid Until (at least for 90 days)

Website Address

Project Manager:

Name (Printed)

Vendor Mailing Address

City, State, Zip

Phone Number

Fax Number

Email Address

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Template 3 Debarment/Suspension Certification Statement
Insert the form below into your proposal response.

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**Systems and Operations Assessment of the Human Resources Department (COGHR)
Debarment/Suspension Certification Statement**

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

DUNS # (Optional) _____

Name of Organization _____

Address _____

Authorized Signature _____

Title _____

Date _____

Section 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 Greeley 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.

CONTRACT AND INSURANCE DOCUMENTS

The attached contract document will be completed with the successful vendor for the services outlined in this RFP.

The insurance certificate outlines the minimum insurance coverage required for these services.

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 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.

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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

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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, sub-consultant, 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, sub-consultants, 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, sub-consultants, or suppliers as determined by adjudication, alternative dispute resolution, or otherwise resolved by mutual agreement

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between the Consultant 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

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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

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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.

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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.

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- 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:

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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-Renee Wheeler

CERTIFICATE OF LIABILITY INSURANCE

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

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

AUTHORIZED REPRESENTATIVE