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**CITY OF GREELEY  
Purchasing**

**Request for Proposal  
RFP #FD20-07-114**

**12<sup>th</sup> STREET STORM OUTFALL: PHASE 1A – WATER and  
SANITARY RELOCATIONS**

**for**

**CITY OF GREELEY PUBLIC WORKS DEPARTMENT /  
STORMWATER MANAGEMENT DIVISION**

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**REQUEST FOR PROPOSALS (RFP)**  
**RFP #FD20-07-114**

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

**Proposals must be received no later than:**

August 7, 2020, before 2:00 p.m. local time

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

**ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED DURING THE COVID-19 EVENT**

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 emails 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.

<b>Schedule of Events (subject to change)</b>	<b>All times are given in local Colorado time</b>
RFP Issued	July 13, 2020
Pre-Proposal Conference	July 23, 2020 at 9:30am MST via a Zoom meeting
Inquiry Deadline	July 27, 2020 by 3:00pm MST
Final Addendum Issued	July 30, 2020
Proposal Due Date and Time	August 7, 2020 before 2:00pm MST
Interviews (tentative)	August 27-28, 2020
Notice of Award (tentative)	September 3, 2020

Join Zoom Meeting

<https://greeleygov.zoom.us/j/97240182133>

Meeting ID: 972 4018 2133

Password: 758844

Dial by your location

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

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## EXHIBITS

<b>Exhibit</b>	<b>Title</b>
1	Proposal Acknowledgement
2	Sample Contract
3	Insurance
4	Debarment Form
5	Document References
6	Maps of Area Utilities
7	Preliminary Design – Outfall Location
8	Preliminary Design Exhibit – Sanitary Plan & Profile

## SECTION I. BACKGROUND, OVERVIEW, AND GOALS

### A. Background

The City of Greeley is a community with a population of approximately 110,000, located west of the confluence of the South Platte and Cache la Poudre Rivers. Greeley's climate is generally semi-arid with an average high temperature of 64°F and an average low of 37°F. Average precipitation is between 12 to 14 inches annually.

Following flooding events in 2013 and 2014, the City of Greeley contracted with ICON Engineering, Inc., in Centennial, CO, to update the North Greeley and Downtown Basin Drainage Master Plan. This conceptual plan was adopted in 2017. The most critical project identified in this Master Plan is the 12<sup>th</sup> Street Storm Outfall.

From 2018-19, the City Stormwater Management Division contracted with HDR, Inc to produce Preliminary Design of the 12<sup>th</sup> Street Storm Outfall and trunk line. As a result of this process, the Storm Outfall was relocated from east 1<sup>st</sup> Avenue and the Cache la Poudre River (in the Master Plan) to 2<sup>nd</sup> Avenue and the Cache la Poudre River, west of Highway 85 Bypass.

Placing the storm trunk line down 2<sup>nd</sup> Avenue introduced vertical utility conflicts with Water and Sanitary utilities not present in the Master Plan. One water distribution and four sanitary sewer lines are in conflict with preliminary design of the 12<sup>th</sup> Street Storm Outfall and Water Quality pond. Due to the complexity of these relocations, the City has broken Phase 1 into two phases, with the first phase focused on Water and Sewer relocations.

The total 12<sup>th</sup> Street Storm Outfall project has been broken into the Phases as shown in Figure 1 below.

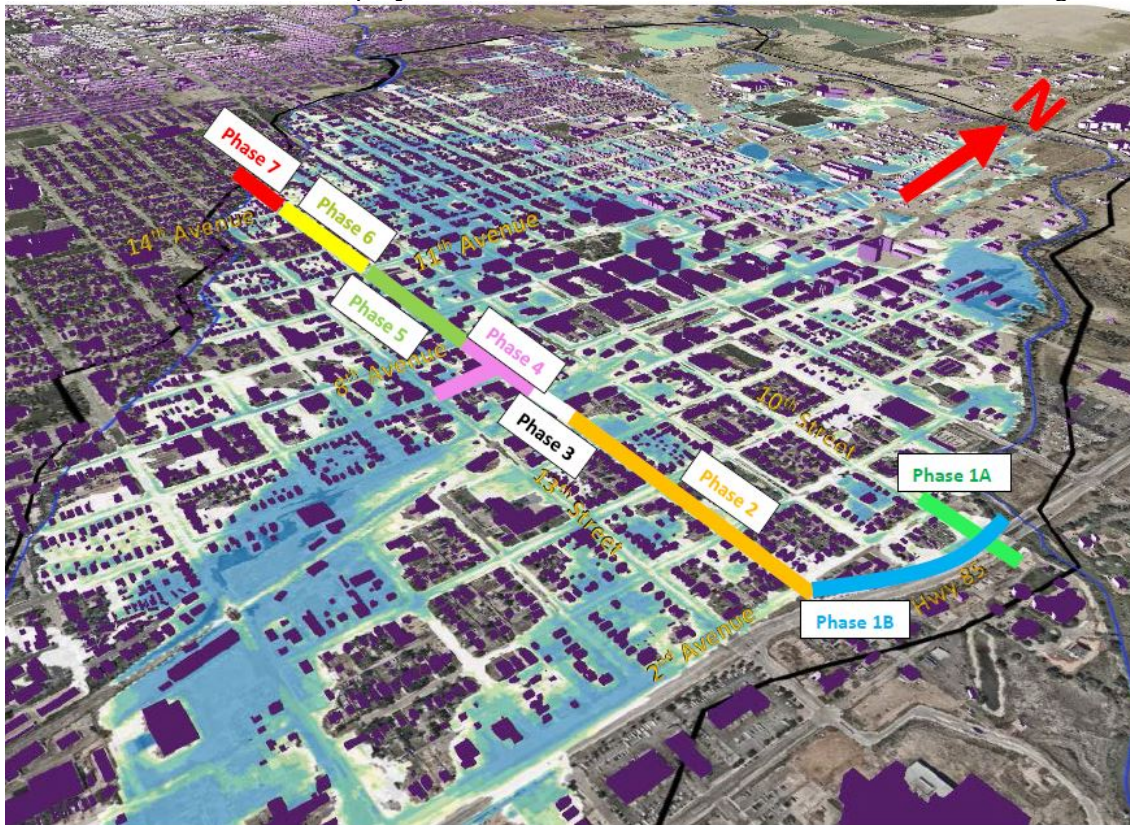


Figure 1 – 12<sup>th</sup> Street Storm Outfall Phasing Plan

Phase 1A of this project as associated with this RFP is anticipated to be constructed in 2022. The general scope intends to eliminate one sanitary sewer collector and to relocate three sanitary sewer interceptors and one water distribution line. Water and Sanitary relocations were designed to Preliminary Design level by HDR Inc in 2019.

This project is located primarily in the vicinity of the 2<sup>nd</sup> Avenue and 10<sup>th</sup> Street intersection, in the Sunrise Neighborhood. Major area features include the Cache la Poudre River to the north, US Highway 85 Bypass, and the City of Greeley 1<sup>st</sup> Avenue Wastewater Treatment Plant expansion to the east.

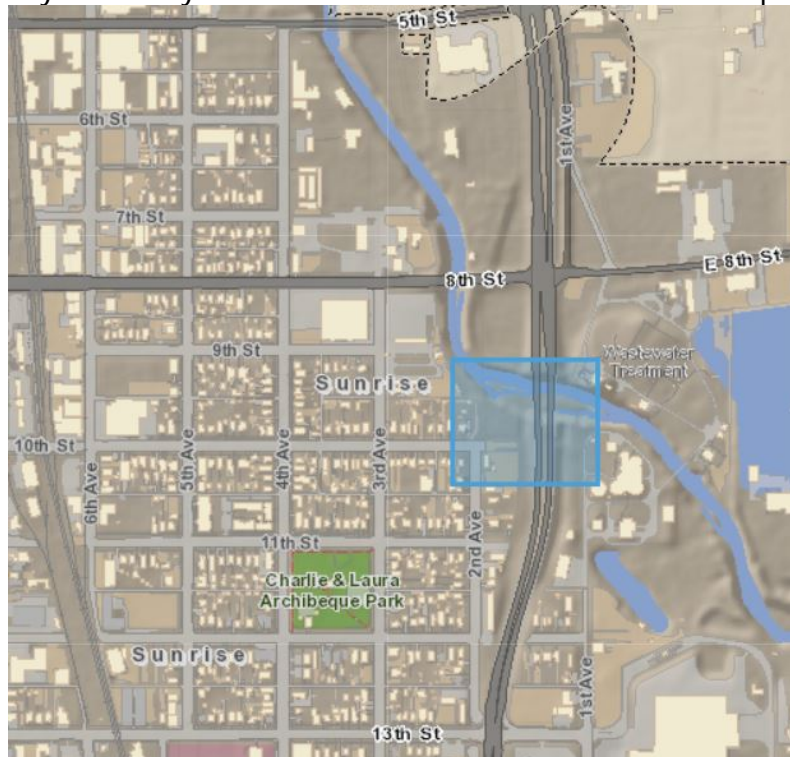


Figure 2 - Project Area

The project area is zoned as Residential-High Density (R-H) south and west of the 2<sup>nd</sup> Avenue and 10<sup>th</sup> Street intersection and Industrial-Medium Density (I-M) north and east of the intersection. The Conservation District (CD) zone is present in areas of the regulatory floodplain and 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion. Many of the parcels in the I-M zones are single family residential. The City Community Development Department Planning Division is in the process of revising the zoning in the Sunrise Neighborhood.





*Figure 3- 2<sup>nd</sup> Avenue and 10<sup>th</sup> Street – facing East (Google, 2012)*



*Figures 4 - 2<sup>nd</sup> Avenue and 10<sup>th</sup> Street – facing West (Google, 2012)*

Existing Sanitary Sewers in this area were constructed in the 1960's or earlier and rehabilitated with Cured in Place Pipe liners in 1990s.

In 2019, the City of Greeley Water and Sewer Department contracted with CDM Smith to complete a Wastewater Collections Master Plan. This is anticipated to be completed near the end of 2020 and will provide necessary data in sizing the sanitary sewer infrastructure for this project.

Proposers shall note that the City has chosen to relocate the 12<sup>th</sup> Street Outfall storm trunk line alignment from 2<sup>nd</sup> Avenue to CDOT Right of Way west of Highway 85 Bypass. This decreases or

eliminates conflicts with 2<sup>nd</sup> Avenue Water Distribution and Wastewater Collection mains and services in Phase 1B

Exhibit 5 of this RFP is a list of several document references associated with this project.

## **B. Overview**

Preliminary design documents by HDR produced one recommended solution for relocation of Water Distribution and Wastewater Collection utilities, which included combining three sanitary interceptors into one 48" diameter pipe. This project will initially produce alternatives analysis in coordination with City Staff, followed by final design documents for the following anticipated project scope:

- **Relocation of Monfort Basin Sanitary interceptor**
  - Existing line includes 27" Concrete and/or Vitrified Clay Pipe (1963). A portion was slip-lined with 24" HDPE in 1981, and a portion rehabilitated with Cured In Place Pipe (CIPP) liner in 1996.
- **Relocation of North Basin Sanitary interceptor**
  - Existing line includes 24" VCP installed in 1956. A portion was replaced with PVC in 1981, and a portion was rehabilitated with CIPP in 2002.
- **Relocation of Central Basin Sanitary interceptor**
  - Existing line is 27" VCP installed in 1910, rehabilitated with CIPP in 2002.
- **Relocation of water distribution line.** Existing line is 8" partially cast iron, partially ductile iron and originally installed in 1961. It was rehabilitated with cement mortar lining (CML) in 2001.
- **Abandonment of Monfort Basin Sanitary collector** and relocation of up to two active sanitary services to existing Monfort Basin Sanitary interceptor in 3<sup>rd</sup> Avenue.
  - Existing line is 18" VCP, installed in 1938.
- Replacement of flow meters for all three sanitary interceptors
- Abandonment or removal of unused water and sanitary infrastructure
- Maintaining a minimum of two existing sanitary interceptors across Highway 85 for use in emergency bypass operations

Exhibit 6 shows existing City utilities in the project area, and Exhibit 7 shows the Utility sheet from Preliminary design plans by HDR.

Preliminary design documents by HDR recommended replacing the ductile iron water distribution line that serves the 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion by boring a new 8" water line under Highway 85 Bypass. It may be acceptable to provide water with a main installed in 1<sup>st</sup> Avenue instead.

Preliminary design documents by HDR and Lithos Engineering also recommended merging the Monfort, North and Central interceptors into one 48" HOBAS pipe as bored under Highway 85 via micro tunnel. The sizing of this sanitary line was assumed in Preliminary Design and must be validated to conform with 5-year storm flows from the Wastewater Collections Master Plan (CDM Smith, 2020). Below are flows currently reported by Master Plan draft submittals. Full build out flows are subject to change.

Table 1 – Draft Sanitary Sewer Flows from Wastewater Collections Master Plan

	Ex Dia. (in)	Max Simulated Flow			
		Existing (MGD)		Buildout (MGD)	
		Peak DWF	5 Year Storm	Peak DWF	5 Year Storm
Pipe 1 (North) – Monfort Basin	24	1.05	2.72	1.35	3.55
Pipe 2 (Middle) – North Basin	24	2.59	4.66	3.03	5.48
Pipe 3 (South) – Central Basin	27	1.77	3.52	1.72	3.90
Total		5.40	10.90	6.10	12.93

In addition to the combination of sanitary interceptors, the pipe profile was lowered approximately four feet to eliminate the conflict with the Storm outfall and water quality pond. This lowering is made possible by an existing four foot vertical drop in the 1<sup>st</sup> Avenue Wastewater Treatment Plant site. Exhibit 8 of this RFP is a Conceptual Plan and Profile.

This design choice relocates the vertical drop in sanitary infrastructure to west of the 12<sup>th</sup> Street Storm Outfall trunk line and Water Quality pond. Alternatives analysis shall identify any and all operations and maintenance concerns with this approach and produce final design to minimize them. Inside drop-manholes are not preferred, and outside-drop manholes are not acceptable on sanitary infrastructure of this size.

Figures 5 and 6 below are excerpts from the Construction Plans of the 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion:

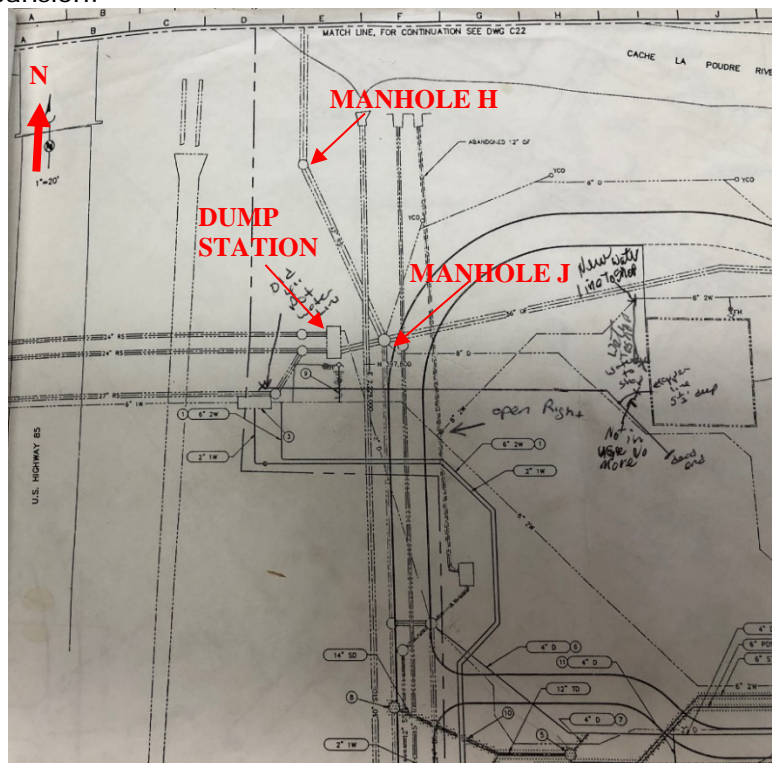


Figure 5 – 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion (1983)



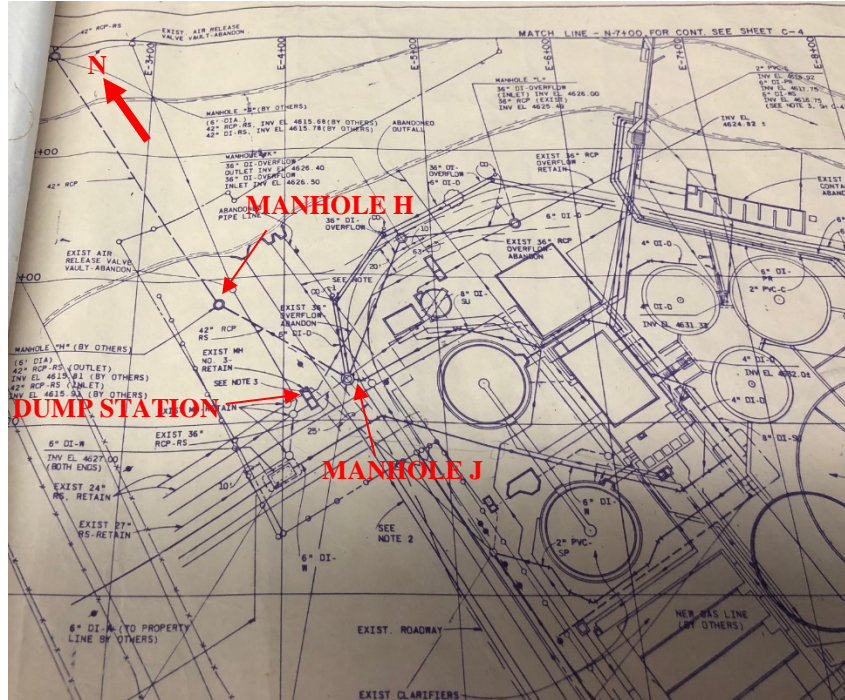


Figure 6 – 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion (1983)

There is approximately a four foot vertical drop between the Dump Station and Manhole J. Flows then proceed to Manhole H and under the Cache la Poudre River to the north. It is not anticipated that relocated Sanitary interceptors will tie into the Dump Station but will rather tie to Manhole H, which will likely require replacement.

As Phase 1A of the 12<sup>th</sup> Street Storm Outfall project, this project will be managed by the Public Works Department Stormwater Management Division; however, given the scope of the project, design tasks will work in close coordination with the City of Greeley Water & Sewer Department.

Phase 1B is planned to be released for design in 2021. Phase 1A design must comply with Preliminary Design of the 12<sup>th</sup> Street Storm Outfall to ensure Phase 1B design will not encounter conflicts with Phase 1A design.

Major design tasks and timeline for Phase 1A design project include:

1. Complete a detailed evaluation and analysis of all associated documents by November 2020; and,
2. Complete an alternatives analysis and facilitate selection of the preferred alternative by February 2021; and
3. Complete the construction bid package by October 2021.

### C. Goals

The primary goal for this project is to relocate three sanitary sewer interceptors, one water distribution main and abandon one sanitary sewer main to facilitate design and construction of the subsequent

12<sup>th</sup> Street Storm Outfall. The design shall minimize adverse operations and maintenance impacts of the water distribution and wastewater collections system as a result of these relocations.

City of Greeley Stormwater Division priorities for this project include:

1. Minimize risk and potential conflicts with 12<sup>th</sup> Street Outfall Phase 1B
2. Produce a constructible plan set that is cost effective.

City of Greeley Water and Sewer Department priorities for this project include, but may not be limited to:

1. Ensure final design complies with recommendations from 2020 Wastewater Collections Master Plan.
2. Minimize odors and maintenance issues caused by introduction of vertical drops in sanitary infrastructure in the vicinity of 2<sup>nd</sup> Avenue and 10<sup>th</sup> Street.
3. Ensure the Monfort, North and Central Basin Sanitary Interceptors include individual flow meters.
4. Maintain sanitary bypass options with use of existing interceptors under Highway 85.
5. Minimize construction impact to 1<sup>st</sup> Avenue Wastewater Treatment Plant Expansion.

Other expectations:

1. Consultant should be prepared to meet at least once per month with the City Team, with other meetings as necessary dependent on workload and schedules.
2. Frequent, honest and straightforward communication will be a must.

## **SECTION II. STATEMENT OF WORK**

### **A. Scope of Services**

The City has determined that, at a minimum, the following scope of work will be necessary in order to successfully complete the project. Additional scope items may be proposed by prospective Consultants as a part of their Proposals. Changes-in-scope are possible, but not anticipated, after contract award and shall be dealt with on a case-by-case basis.

1. General Design Services
  - a. Project Management and Coordination. The Consultant shall coordinate all aspects of the work, to include data collection, research, surveying, topographic verification and analysis, preparation of monthly progress reports, provide updates to the City via telephone and email as needed throughout the project;
  - b. Progress meetings. Progress meetings are required at least monthly via conference call. Four additional progress meetings should be planned for in the event that such meetings are needed. The Consultant shall prepare meeting minutes for each progress meeting for review, comment, and approval by the City. Meeting minutes shall be provided to the City no later than 14 days after each progress meeting;
  - c. Quality Assurance/Quality Control. The Consultant shall perform QA/QC on all deliverables submitted to the City and other reviewing agencies. The Consultant shall provide a description of their QA/QC program as a part of their proposal. The selected Consultant shall conduct a Quality Control review of all work conducted under this project and the Consultant shall provide a P.E. *not involved with the design* to complete an independent Quality Assurance review of

work product submitted to the City. **Documentation of QA/QC reviews shall be provided to the City in a format acceptable to the City.**

- d. Review of Existing Information and Field Reconnaissance. Review and evaluate existing information pertinent to storm drainage and water quality in the project area with respect to identifying data and parameters needed for completing the design effort. This information includes, but is not limited to, the following:
- i. City of Greeley Sanitary Sewer Collections Master Plan (CDM Smith, 2020)
  - ii. Preliminary Design Report for 12<sup>th</sup> Street Storm Outfall (HDR, Inc., 2019)
  - iii. Preliminary Design Plans for 12<sup>th</sup> Street Roadway Improvements and Storm Drain Outfall (HDR, Inc., 2019).
  - iv. Preliminary Design Survey files by King Surveyors on behalf of HDR Inc (2019).
  - v. Lithos Engineering (2019), Geotechnical Data Report for 12th Street Outfall
  - vi. Phase I ESA Report, 12th Street Storm Sewer Project (ERO, 2019)
  - vii. First Avenue Wastewater Plant Expansion Construction Plans (GRW Engineers, 1983)
  - viii. Highway 85 Bridge As Built Drawings (CDOT)
  - ix. North Greeley and Downtown Storm Drainage Master Plan Conceptual Design Report (ICON Engineering, Inc., 2017);
  - x. Geographic Information Systems (GIS) data within the basin, including but not limited to existing structures, topography, roads, railroads, water features, soils, zoning, water distribution networks, storm sewers, and sanitary sewers; and,
  - xi. Record drawing information for City-owned utilities: water distribution, sanitary collection, storm drainage conveyance systems, and bridges, as available;
  - xii. Inspection video for City-owned utilities: sanitary collection, storm drainage conveyance, as available;
  - xiii. Conduct field reconnaissance to verify the information gathered in subtasks i-xii, above.
- The City will provide the successful Consultant copies of the reports and data listed above. The reports will not be provided prior to contract award. Some GIS data is available for direct download at <http://greeleygov.com/government/gis/gis-data-downloads>.
- Other GIS data can be obtained from the City of Greeley GIS Division. See <http://greeleygov.com/government/gis> for contact information.
- e. Complete Subsurface Utility Engineering (SUE) Investigation. The Consultant, using organic staff or sub-consultants, shall conduct a thorough investigation of the utilities present within the project area in to achieve Quality Level A locations for identified utility conflicts with proposed gravity sewer alignments and Quality Level B for all other utility crossings. The Subsurface Utility Engineering Report shall be compliant with requirements set forth State of Colorado Senate Bill 18-167;
- i. The consultant shall review the utility conflict matrix produced by HDR Inc in the Preliminary Design for accuracy.
  - ii. Please assume 25 potholes in your submitted proposal.

- f. Conduct Ground Survey. Ground survey was completed by King Surveyors on behalf of HDR Inc for Preliminary Design for most, but not all, of the project area. The Consultant, using organic staff or sub-consultants, shall supplement existing survey data or recomplete a thorough ground survey of the project area.
  - i. Datum and Projection. The Consultant shall reference horizontal coordinates to the North American Datum 1983 (NAD83) High Accuracy Reference Network (HARN) Colorado State Plane, North Zone. Vertical coordinates shall be referenced to the North American Vertical Datum 1988 (NAVD88).
  - ii. Project Benchmark(s). The Consultant shall identify a National Geodetic Survey monument appropriate for the project benchmark. City of Greeley monuments shall not be used. Additional survey monuments shall be used as necessary in order to establish horizontal survey control.
  - iii. Topographic Survey. The Consultant shall conduct a topographic survey of the project area of detail sufficient to produce contour maps at a one (1) foot contour interval at a horizontal scale of no greater than 1 inch = 50 feet.
  - iv. Property Boundary Survey. The Consultant shall conduct a property boundary survey of the project area that identifies all utility easements and property lines and locates as many property corner pins as possible. Unfound pin locations shall be clearly noted on all survey documents, design drawings, and maps.
  - v. Constructed Infrastructure Survey. The Consultant shall identify all surface structures within the project area. Surface structures include, but are not limited to, buildings, fences, signs, trees, utility poles, and electric cabinets.
  - vi. Utility Survey. Ground survey of overhead utilities and easements within the project area shall be performed for the various alternative sanitary and water alignments identified during the alternative analysis phase of the project in order to identify and reduce utility conflicts. The Consultant will identify underground utilities in Task e; horizontal and vertical locations of above ground utilities shall be obtained under this task.

## 2. Alternatives Analysis

Alternatives Analysis Report. The consultant shall utilize the information collected, discovered and calculated in Task 1 above to evaluate alternatives for water and sanitary relocation. The scope of these alternatives may be generated with input from City staff.

- a. Sanitary Relocations – a minimum of three alternatives shall be evaluated, which may include alternatives based upon various combinations of different:
  - i. Alignments
  - ii. Location of vertical drop in system
  - iii. Mechanism for vertical drop in system – inside drop manholes are not preferred and outside drop manholes will not be accepted.
- b. Water Relocations – a minimum of two alternatives shall be evaluated, which may include alternatives for:
  - i. Alignment
- c. The Alternatives Analysis Report must include the following information:
  - i. A summary of the alternative
  - ii. Discussion of operations and maintenance challenges of each alternative



- iii. Conceptual plan and profile of the utility relocations for each alternative
  - iv. Evaluation of vertical and horizontal conflicts with 12<sup>th</sup> Street Outfall Preliminary Storm Design
  - v. Standard detail of any unique structure as proposed in the alternative.
  - vi. Engineer's Opinion of Cost at a conceptual level for each alternative.
  - vii. Engineer's recommended alternative.
- d. Alternative selection shall be made by the City in correspondence with the consultant.

### 3. FIR 50% Design

The Consultant shall produce 50% design services in accordance with the accepted recommendations of the Alternative Analysis.

- a. Hydraulic Design. Hydraulic performance of the sanitary sewer infrastructure including losses in junction structures shall be calculated in a method acceptable to the City. Design flows and the PCSWMM model will be provided by the City.
- b. Utility Conflict Identification and Coordination. Using previously collected data, consultant shall identify areas of conflict between the design alternatives and existing utilities. The Consultant shall also assist the City in coordination with utilities to resolve these conflicts.
- c. 50% Design Drawings. The Consultant shall prepare design drawings at the 50% level for City review and approval. The design of the selected alternative(s) shall be presented in layout and plan-and-profile drawings on ANSI B-size drawings at a scale of 1 inch = 50 feet or less. The format of the drawings shall be in a format acceptable to the City and specimens of acceptable formats shall be presented by the City to the Consultant
- d. 50% Design Opinion of Probable Cost. The Consultant shall prepare a list of pay items and unit costs relevant to the project for City review and approval. The approved unit prices shall be used by the Consultant to prepare an opinion of probable cost of the project at the 50% design level.
- e. Technical Specifications and Project Special Provisions. The Consultant shall use the following technical specifications for this project:
  - i. City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I
  - ii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II
  - iii. City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III
  - iv. CDOT Standard Specifications for Road and Bridge Construction (2019)
  - v. Where necessary, the Consultant shall identify any project technical specifications necessary.
- f. Hydraulic Models and Electronic File Formats. Numerical models prepared for this study shall utilize the following software packages. Alternative packages may be proposed by the Consultant, but input and output files shall be compatible with the packages listed below:

- 1) INFOSWMM

- g. Mapping documents may be prepared in either geographic information systems (GIS) or computer-aided design (CAD) formats, subject to the following restrictions:
- 1) GIS files shall be in formats compatible with ArcGIS, version 10.3.
  - 2) CAD files shall be in a format compatible with AutoCAD 2019.
  - 3) Layer and symbology conventions shall be approved by the City.
- h. City Team will conduct a thorough constructability review at the 50% or Field Investigative Review (FIR) complete stage.

Construction drawings shall be prepared in a format compatible with Autodesk Civil 3D 2019.

#### 4. FOR (90%) Final Design

The Consultant shall provide final design services in accordance with the accepted recommendations of the 50% Design.

- a. Prepare the Final Design Report by addressing comments from the 50% Design and Alternatives Analysis report and any new information gathered. Submit report for review at the 90% completion stage. 90% or Final Office Review (FOR) completion stage should include all necessary technical specifications as well as a complete cost estimate.
- b. Construction Document Preparation. The successful consultant shall prepare and submit construction plans, specifications and contract documents for the selected alternative and in accordance with the recommendations of the 90% Design. Priorities are constructability and economics.

#### 5. Approvals and Permits

The City Stormwater Team will secure the necessary design approvals; Contractor will procure permits. The Consultant shall provide all exhibits required to secure any necessary permits. Anticipated permits may include but may not be limited to:

- CDOT Utility Permit
- City of Greeley Floodplain Development Permit
- City of Greeley Right-of Way.
- CDPHE Regulation 22.7 Compliance

#### 6. Post-Design Services

The successful consultant may be requested to assist the City with Post-Design Services including construction administration and inspections. Due to the unknown date of construction, these tasks shall not be proposed within this contract's scope. If desired, these tasks will be contracted with the successful consultant at a future date.

#### 7. Schedule of Deliverables.

Work product deliverables shall be as follows:

- a. Subsurface Utility Engineering (SUE) Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- b. Alternatives Analysis Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- c. 50% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
- d. Final Design Report. One electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- e. 90% Construction Plans. One electronic copy in Adobe Portable Document (PDF) format.
- f. 100% Bid Set Construction Plans. One sealed electronic copy in Adobe Portable Document (PDF) format.
- g. Technical Specifications. One sealed electronic copy in Adobe Portable Document (PDF) format. One electronic copy in Microsoft Word.
- h. Bid Tabulation.
- i. Engineer's Opinion of Probable Cost (50%, 90%, 100%).
- j. Electronic files shall be submitted on electronic media of appropriate capacity. Flash drives and external hard disk drives shall be compatible with the USB 3.0 standard, backward-compatible to the USB 2.0 standard.
- k. All PDF Report sheets shall be 8.5-in by 11-in and/or 11-in by 17-in.
- l. All PDF Construction Plan Sheets shall be 11-in by 17-in or 22-in by 34-in.

**B. Period of Award**

The City desires that the project follow the schedule below:

- Date of Design Notice-to-Proceed to 9/3/2020
- Information Gathering, Review – 9/3/2020 – 11/1/2020
- Alternatives Analysis – 11/2/2020-1/31/2021
- (50%) Design Submittal – 3/31/2020
- (90%) Design Submittal – 6/30/2021
- Bid Package Submittal – 10/31/2021
- Construction Bidding and Award – 2022

The completion date of providing the required final design services shall be October 31, 2021. Post-design services will not be a part of this contract due to planned construction in 2022.

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

**C. Minimum Mandatory Qualifications of Offeror**

To be considered responsive, all proposals MUST, at a minimum, include the following information:

- References for a minimum of three (3) relevant similar projects completed within the last 5 years in Colorado, with key project individuals' roles described; including owner contact name, email, and telephone number.
- One of these projects must include design of a vertical drop of greater than two feet in a sanitary line of a minimum of 20" in diameter.
- The project manager must have at least 10 years of experience in similar major sanitary sewer design projects. The project manager must be located within 100 miles of the project.
- An ability to complete the project scope and tasks in a timely and acceptable manner.
- An understanding of the project and approach to accomplish project goals and objectives.

**SECTION III. ADMINISTRATIVE INFORMATION**

**A. Issuing Office:**

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

**B. Official Means of Communication:**

All official communication from the City to offerors will be via postings on an electronic solicitation notification system, the Rocky Mountain Bid System ([www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com)). The Purchasing Contact will post notices that will include, but not be limited to, proposal document, addenda, award announcement, etc. It is incumbent upon offerors to carefully and regularly monitor the Rocky Mountain Bid System for any such postings.

**C. Inquiries:**

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

E-Mail: [doug.clapp@greeleygov.com](mailto:doug.clapp@greeleygov.com)  
Subject Line: RFP #FD20-07-114

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



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

**D. Insurance: (Exhibit 4)**

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

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

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

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

**E. Modification or Withdrawal of Proposals:**

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

**F. Minor Informalities:**

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

**G. Responsibility Determination:**

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

**H. Acceptance of RFP Terms:**

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

**I. Protested Solicitations and Awards:**

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

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

**J. Confidential/Proprietary Information:**

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

**K. Acceptance of Proposal Content:**

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

**L. RFP Cancellation:**

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

**M. Negotiation of Award:**

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

**N. Contract: (Exhibit 2)**

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

**O. RFP Response/Material Ownership:**

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

**P. Incurring Costs:**

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

**Q. Utilization of Award by Other Agencies:**

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

**R. Non-Discrimination:**

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

**S. News Releases:**

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

**T. Certification of Independent Price Determination:**

1. By submission of this proposal each offeror certifies, and in the case of a joint proposal each party, thereto certifies as to its own organization, that in connection with this procurement:
  - a) The prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
  - b) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening, directly or indirectly to any other offeror or to any competitor; and
  - c) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
  
2. Each person signing the Request for Proposal form of this proposal certifies that:
  - a) He/she is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he/she has not participated, and will not participate, in any action contrary to (1.a) through (1.c) above; or
  - b) He/she is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he/she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (1.a) through (1.c) above, and as their agent does hereby so certify; and he/she has not

participated, and will not participate, in any action contrary to (1.a) through (1.c) above.

3. A proposal will not be considered for award where (1.a), (1.c), or (2.) above has been deleted or modified. Where (1.b) above has been deleted or modified, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the City's Purchasing Manager, or designee, determines that such disclosure was not made for the purpose of restricting competition.
4. The Contract Documents may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same document. The Contract Documents, including all component parts set forth above, may be executed and delivered by electronic signature by any of the parties and all parties consent to the use of electronic signatures.

**U. Taxes:**

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

**V. Assignment and Delegation:**

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

**W. Availability of Funds:**

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

**X. Standard of Conduct:**

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

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

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

Agents and employees of Contractor or Consultant working in City facilities shall present a clean and neat appearance. Prior to performing any work for the City, the Contractor or Consultant shall require each of their employees to wear ID badges or uniforms identifying:



the Contractor or Consultant by name, the first name of their employee and a photograph of their employee if using an ID badge. Their employee shall wear or attach the ID badge to the outer garments at all times.

**Y. Damages for Breach of Contract:**

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

**Z. Other Statutes:**

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

#### **SECTION IV. PROPOSAL SUBMISSION**

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

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.

To facilitate the evaluation, offeror shall submit and organize all responses in the same order as listed in Section V. Proposals that are determined to be at a variance with this requirement may not be accepted. The City only accepts proposals in hard copy format and does not accept proposals submitted via fax or email.

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

## SECTION V. RESPONSE FORMAT

The following items are to be included in your proposal. The entire proposal document may be no longer than eighteen (18) pages, excluding front and back cover pages, personnel resumes, subcontractor resumes, and table of contents page.

To facilitate timely review by the City, each Proposal shall be divided into the following major sections:

Deviation from this may render your proposal non-responsive.

- A. Cover Letter.** Include a cover letter introducing your company, summarizing your qualifications, and detailing any exceptions to this RFP (please note that significant exceptions may make your proposal non-responsive). This letter should also provide principal contact information for this RFP, including address, telephone number, fax number, e-mail, and website (if applicable).
- B. Use of Subcontractors/Partners.** There may be areas for use of subcontractors or partners in this project. If you are utilizing this approach, your proposal must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility.
- C. Minimum Mandatory Qualifications.** Include an itemized description of how your company meets each of the minimum mandatory qualifications outlined in Section II, C. Failure to meet or exceed these requirements will disqualify your response. The successful firm will demonstrate conclusively how the company exceeds these minimum mandatory qualifications and will also communicate additional qualifications that would bring additional value to the project. Failure to meet or exceed the following minimum requirements, which are stated in Section II.C, will disqualify your response.
- D. Company Information**
1. Provide the following information as listed: Company Name, Address, Phone Number, and Names of Principals.
  2. Identify the year in which your company was established and began providing consulting services.
  3. Describe any pending plans to sell or merge your company.
  4. Provide a comprehensive listing of all the services you provide.
- E. Company and Personnel Qualifications**  
Describe your company's qualifications to perform the work described in Section II.
1. Describe your customer service philosophy
  2. Firm's Related Experience: State firm's particular abilities, experience, and qualifications related to this project.
  3. Results of Previous Projects: Provide information from at least three (3) projects of similar scope. Include, at a minimum, the following information:
    - a. Client/company name,
    - b. Contact name,

- c. Phone number,
- d. Fax number,
- e. Email address,
- f. Brief description of project,
- g. Status of project,
- h. Results of the project.

The City reserves the right to contact the references provided in your proposal as well as other references without prior notification to you.

- 4. Qualifications of Assigned Personnel: Provide the names and resumes of the key personnel that will be performing the proposed services, including the primary project manager.
- 5. Qualifications of Subcontractors: List the names of the subcontractors you expect to use, the services to be provided by the subcontractors and the amount of time that each is expected to spend on the project. Also, include the names and resumes of the key subcontractor personnel who will be working on the project. Please keep in mind that the City will contract solely with your company, therefore subcontractors/partners remain your sole responsibility. This project is expected to require utility installation via horizontal boring.
- 5. Budget and Cost Control: Describe the firm's project and budget management program.
- 6. Quality Assurance/Quality Control: Describe the firm's quality assurance/ quality control program.

**F. Approach to Scope of Work**

Describe how your company will accomplish the tasks set forth in Section II, above. Your proposal should detail your understanding of the goals of the project, the opportunities that the project may reveal, the constraints that may affect the project, and how you will address these issues to produce an optimal design.

- 1. Describe your project approach and ideas that you would apply to this project which will enhance the quality of your services.
- 2. Provide a bullet-pointed list of the services that you intend to provide.
- 3. Describe your familiarity with the local area and issues and stakeholders directly related to this project.
- 4. Provide a specific timeline or schedule for the work. (Spell out milestones if needed. Example: including development of preliminary design & cost estimates, meetings with City staff, completion of final design, cost estimates and bidding documents.) Define the project in terms of major work products and timelines including appropriate QA/QC and City staff reviews. Show milestones and completion dates on the schedule.
- 5. List the number of people that you can commit to working on this project and the amount of time each is expected to spend on the project.

**G. Value/Cost of Efforts**

Submit a project proposal that includes a discussion of fees.

- 1. Submit a fee estimate organized around the project schedule. Base your fee estimate on the staff time listed in V.F.5, above.

**H. Proposal Acknowledgement: (Exhibit 1)**

Include this form as provided in Exhibit 1.

## **SECTION VI. EVALUATION AND AWARD**

### **A. Proposal Evaluation**

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

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

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

1. Firm's related experience. (20 Points)
2. Results of previous projects. This criterion may include reference checks. (10 Points)
3. Evaluation of the qualifications of assigned personnel. (15 Points)
4. Firm management to include Quality Control/Quality Assurance program, budget controls, and cost controls. (5 Points)
5. Understanding of project requirements and project approach/ proposal. (30 Points)
6. Familiarity with the local area and the project. (5 Points)
7. Ability to complete the work in the required time frame, considering firm's current and projected workloads. (5 Points)
8. Firm's proposed cost of services. (10 Points)

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

### **B. Negotiation with Selected Firm**

The City of Greeley will enter into negotiations with the firm selected by the review committee. During this process, the selected firm will develop a specific scope and fee which will be discussed with the City of Greeley Project Manager. This scope and fee will be the basis for the contract. If agreement cannot be reached between the City and Consultant regarding scope and fee, the City reserves the right to proceed to the next highest ranked firm from the proposal evaluations.

### **C. Determination of Responsibility of the Offeror**

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

The City of Greeley's Municipal Code defines a "Responsible Offeror" as one who has "the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance,



experience, integrity, reliability, capacity, facilities, equipment, and credit which will assure good faith performance." The City reserves the right to request information as it deems necessary to determine an offeror's responsibility. If the offeror fails to supply the requested information, the City shall base the determination of responsibility upon any available information or may find the offeror non-responsible if such failure is unreasonable.

## **COOPERATIVE PURCHASING STATEMENT**

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

**EXHIBIT 1  
PROPOSAL ACKNOWLEDGEMENT**

The offeror hereby acknowledges receipt of addenda numbers \_\_\_\_\_ through \_\_\_\_\_.

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

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

\_\_\_\_\_  
Original Signature by Authorized Officer/Agent

\_\_\_\_\_  
Type or printed name of person signing

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Proposal Valid Until (at least for 90 days)

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Website Address

**Project Manager:**

\_\_\_\_\_  
Name (Printed)

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Vendor Mailing Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email Address

**EXHIBIT 2**  
**SAMPLE CONTRACT**  
**CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES**

**12th STREET STORM OUTFALL: PHASE 1A - WATER and SEWER and SANITARY  
RELOCATIONS**

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.





**EXHIBIT 4  
DEBARMENT FORM**

**12th STREET STORM OUTFALL: PHASE 1A – WATER and SANITARY RELOCATIONS**

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 \_\_\_\_\_

## **EXHIBIT 5 DOCUMENT REFERENCES**

The following is the list of references applicable to this project. This list is not intended to be exhaustive and additional reference material may be used.

CDM Smith (2020), Sanitary Sewer Collections Master Plan.

City of Greeley, Colorado, GIS Online Maps. <http://greeleygov.com/government/gis>

City of Greeley, Colorado, 2060 Comprehensive Plan

City of Greeley, Colorado, Department of Public Works (2015), Design Criteria and Construction Specifications Streets Volume I

City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Storm Drainage Volume II

City of Greeley, Colorado, Department of Public Works (2008), Design Criteria and Construction Specifications Potable Water Distribution, Sanitary Sewer Collection, and Non-Potable Irrigation Systems Volume III

CDOT Highway 85 Bridge As Built Drawings

CDOT Highway 85 Bridge Inspection Report (2017).

City of Greeley, Colorado, Department of Public Works (2011), 2035 Comprehensive Transportation Plan

Colorado Department of Transportation (2017), Standard Specifications for Road and Bridge Construction.

ERO (2019), Phase I ESA Report, 12<sup>th</sup> Street Storm Sewer Project.

GRW Engineers (1983), First Avenue Wastewater Plant Expansion Construction Plans.

HDR, Inc. (2019), Preliminary Design Plans for 12<sup>th</sup> Street Roadway Improvements and Storm Drain Outfall

HDR, Inc. (2019), Design Report for Preliminary Design of 12<sup>th</sup> Street Roadway Improvements and Storm Drain Outfall

HDR, Inc. (2019), Preliminary Design Survey – King Surveyors CAD file.

Icon Engineering, Inc. (2017), City of Greeley North Greeley & Downtown Storm Drainage Master Plan Conceptual Design Report

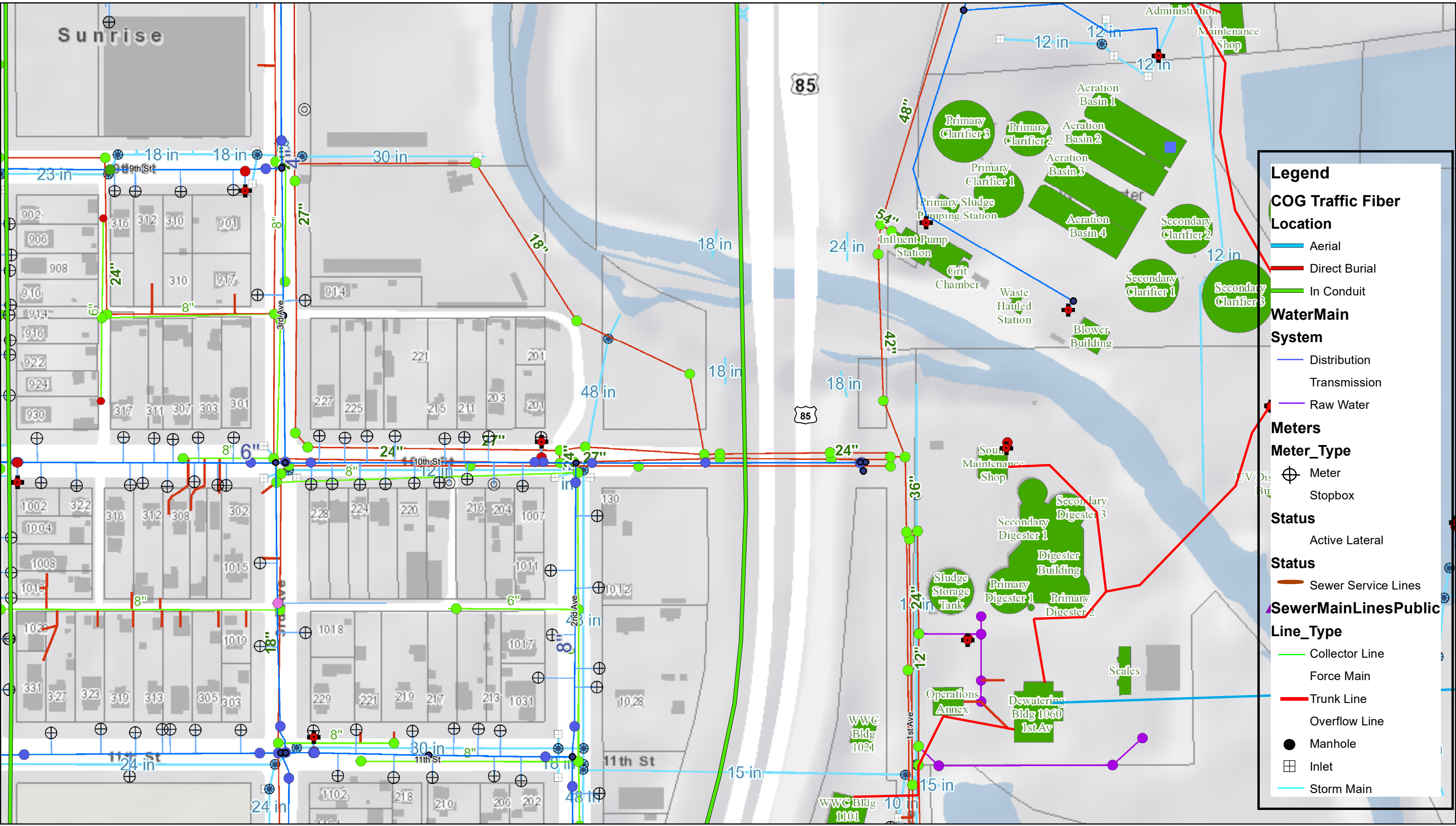
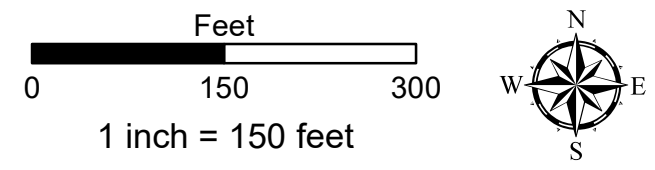
Icon Engineering, Inc. (2016), City of Greeley North Greeley & Downtown Storm Drainage Master Plan Baseline Hydrology and Hydraulics Report.

Lithos Engineering (2019), Geotechnical Data Report for 12<sup>th</sup> Street Outfall

U.S. Federal Highway Administration (2009), Hydraulic Engineering Circular No. 22, Urban Drainage Design Manual, 3rd Ed.

U.S. Department of Agriculture Natural Resources Conservation Service (2013), Web Soil Survey, Retrieved from <http://websoilsurvey.nrcs.usda.gov/app/WebSoilSurvey.aspx>

# EXHIBIT 6 Existing Utilities 12th Street - Phase 1A Project Area



**Legend**

**COG Traffic Fiber Location**

- Aerial
- Direct Burial
- In Conduit

**WaterMain System**

- Distribution
- Transmission
- Raw Water

**Meters**

**Meter\_Type**

- Meter
- Stopbox

**Status**

- Active Lateral

**Status**

- Sewer Service Lines

**SewerMainLinesPublic**

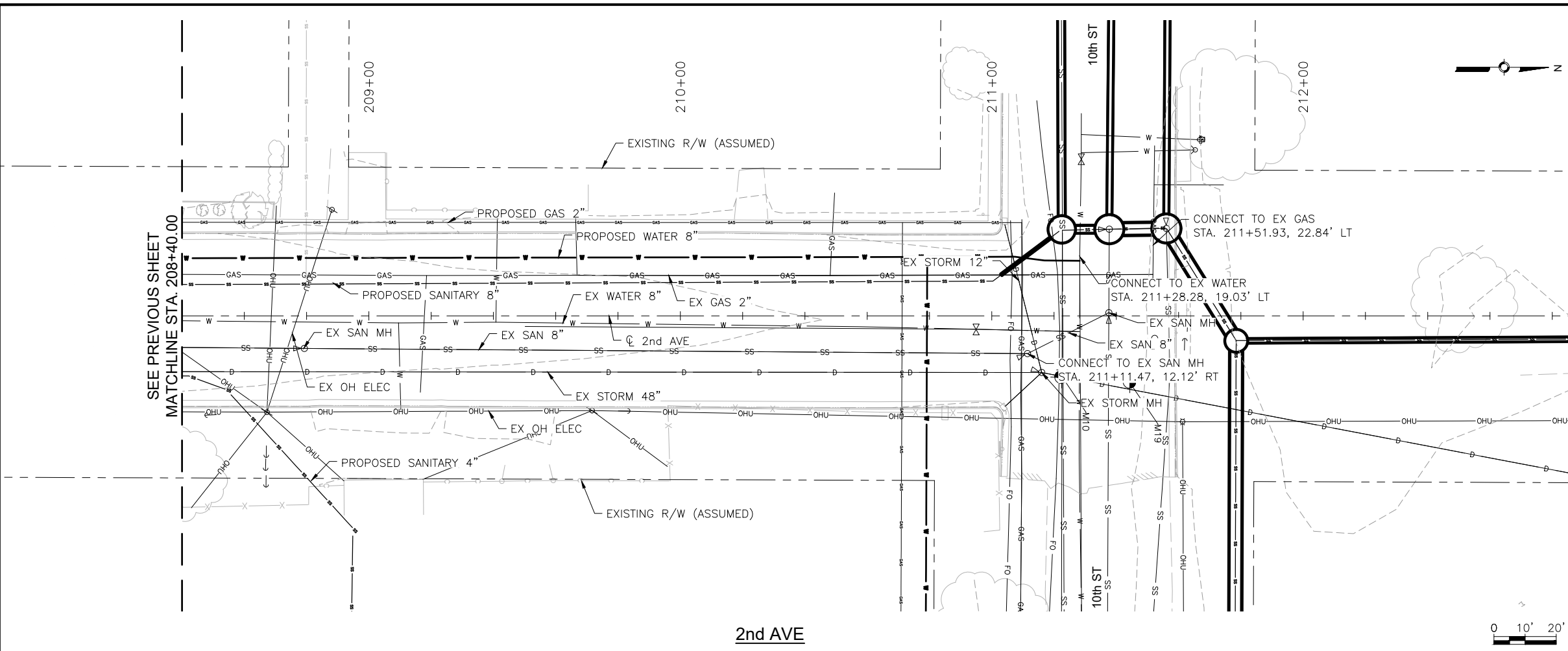
**Line\_Type**

- Collector Line
- Force Main
- Trunk Line
- Overflow Line

**Manhole**

- Manhole
- Inlet
- Storm Main

Date: 1 Aug 2019 10:48am User: AMMK/KCU  
 Drawing Name: 10121364/60\_CAD\_BIM/52\_WIP/\_Grealey\_12th\_St\_Outfall\_Project\_Design/Plans/03\_Sheets/AUT\_P03.dwg



**GENERAL NOTES**


1.

**KEYED NOTES**

1.

**LEGEND**

LEGEND



5555 TECH CENTER DRIVE, SUITE 310  
 COLORADO SPRINGS, CO 80919  
 (719) 272-8894

**BENCHMARKS**

VERTICAL CONTROL BASED UPON NGS
A392 EL=+4654.18 (NAVD 1988), A
STAINLESS STEEL ROD IN A VAULT, NEAR
13th ST AND UNION PACIFIC RAILROAD.
HORIZONTAL CONTROL BASED UPON
TRIMBLE VRS NETWORK SOLUTION.
COLORADO STATE PLANE NORTH
COORDINATES NAD 83 (2011).

**ENGINEER'S SEAL**




**PRELIMINARY**  
 NOT FOR CONSTRUCTION  
 11/2018

REVISIONS		BY
NO.	DATE	DESCRIPTION

**DESIGN**

DESIGNED BY:	AMM
DRAWN BY:	AMM
CHECKED BY:	SDA



**CITY OF GREELEY**  
**COLORADO**

PROJECT TITLE:  
**12th ST ROADWAY IMPROVEMENTS  
 AND STORM DRAIN OUTFALL**

SHEET TITLE:  
**2ND AVE  
 EXISTING UTILITIES**

PROJECT CN NO.  
**412 00 585 5847 0000**

SHEET NO.  
**11-11**

**EXHIBIT 7 - PRELIMINARY PLAN UTILITIES - OUTFALL LOCATION**



# EXHIBIT 8 - PRELIMINARY SANITARY PLAN & PROFILE

## Alignment – 48 SS pipe 2 PROFILE

### Alignment – Pond PROFILE

